



AGENDA REPORT

CITY OF SAN CLEMENTE

City Council Meeting

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: 8/15/2023

Agenda Item: 7A

Department: City Clerk
Prepared By Laura Campagnolo, City Clerk

Subject:

CONSIDERATION OF RESOLUTION NO. 23-85 DECLARING THE INTENTION OF THE CITY OF SAN CLEMENTE TO TRANSITION FROM AT-LARGE TO DISTRICT ELECTIONS; CONSIDERATION OF RESOLUTION NO. 23-86 AWARDED A CONTRACT TO NATIONAL DEMOGRAPHICS CORPORATION FOR PROFESSIONAL DEMOGRAPHER SERVICES; AND FIRST PUBLIC HEARING ON COMPOSITION OF DISTRICTS

Summary:

On June 15, 2023, the City received a letter from the Law Offices of Michelle R. Jackson (Attachment 1) alleging that the City's at-large election process illustrates that the City's voting results are racially polarized, resulting in minority vote dilution, and as a result, the City's at-large elections violate the California Voting Rights Act of 2001 ("CVRA"). Subsequently, on July 10, 2023, a second letter (Attachment 2) was hand delivered to the City Clerk rescinding the original letter of June 8, 2023 due to the fact that it was delivered to the City Council, rather than the City Clerk, which is the procedure outlined in California Elections Code §10010(e)(1). The second letter alleges the same violations of the CVRA as the first.

Many cities in California have received similar letters. The CVRA has procedures and safe harbors that a city can take advantage of after being sent a demand letter if it chooses to transition to by district elections. (See Attachment 3.)

If the City Council would like to transition to district elections, Resolution No. 23-85 outlines a recommended course of action for soliciting public input and drawing district maps that complies with the CVRA. Resolution No. 23-86 would award a contract to National Demographics Corporation dba National Demographics Corporation (NDC) for professional demographer services to assist in the transition to district elections. Finally, if the Council desires to transition to district elections, after adopting the two resolutions, a public hearing should be held to receive public input on the composition of the districts. Two such public hearings must be held before any draft maps are drawn.

If the Council does not desire to transition to district elections, no action is necessary.

Background:

The City of San Clemente currently elects its five-member City Council through an "at-large" election system in which each Councilmember may reside anywhere in the City, and each member is elected by voters City-wide. This is in contrast to a "by-district" election system where a city is divided in to geographical districts, where each candidate must reside in the district they will represent, and only

voters within a given district vote for that district's Councilmember.

In the past, the City has not taken action to transition to by-district elections because of the results of the November 6, 2018 General Municipal Election. At that election, a Ballot Measure (Measure V - Initiative for Election of City Councilmembers by District) was presented to the electorate to determine whether there was a wish in the community for the City to transition to by-district elections. 18,933 voters (representing 70.3% of the votes) voted "no" to by-district elections, while 7,990 (representing 29.7% of the votes) voted "yes" in favor of by-district elections.

Regardless of the results of that Measure, the City is now being threatened with litigation under the CVRA. Elections Code section 10010 was passed (effective January 1, 2017 and amended as of January 1, 2020), which provides that prior to the filing of a lawsuit challenging an at large voting system under the CVRA, a potential plaintiff must send a demand letter to the City. The City has 45 days within which the City cannot be sued under the CVRA (a so-called "safe harbor"), and during which period the City may declare its intent to switch to election of its legislative body by districts. If a city council adopts such a resolution, then the city has a further 90-day safe harbor period during which it is again protected from litigation, and within which it must conduct multiple public hearings and adopt an ordinance switching to districts. There is no immunity provided in the CVRA where a city's voters have already expressed a desire to stay with at-large elections; that the November 6, 2018 Measure V failed to pass has no impact on the requirements under the CVRA, which is a state law.

Since the passage of Elections Code section 10010, numerous cities, school districts and other governmental agencies have received demand letters. The City of San Clemente received a demand letter on Monday, July 10, 2023. 45 days from that date would be August 24, 2023.

Analysis:

While the vast majority of cities that have received demand letters under the CVRA have opted to switch to election by districts, some have attempted to litigate. To date, no City has successfully defended such a suit. As an example, the City of Palmdale lost at both the trial court and court of appeal, paying approximately \$4.7 million to plaintiffs, in addition to incurring about \$1.8 million on its own expert and attorney fees.

The cities of Santa Clara and Santa Monica also chose litigation and each lost at the trial court level and appealed. In Santa Clara, the trial court awarded the plaintiffs' attorneys over \$3 million. After Santa Clara lost in the court of appeal, that city settled with the plaintiffs for about \$4.55 million. Santa Clara spent to about \$1.8 million on its defense through its in-house city attorney's office. In the Santa Monica case, the plaintiff's attorneys are seeking over \$22 million and the matter is pending in the California Supreme Court. Santa Monica is estimated to have spent between \$7 million and \$10 million so far on their defense.

In addition to the cities of Santa Clara and Santa Monica, several others cities and districts have reached settlements, including the following: Modesto: \$3 million, Highland: \$1.3 million, Anaheim: \$1.1 million, Whittier: \$1 million, Santa Barbara: \$600,000, Palm Desert: \$555,000, Tulare Hospital: \$500,000, Ontario: \$300,000, Camarillo: \$233,000, Compton Unified: \$200,000, Madera Unified (approximately) \$170,000, Hanford Joint Union Schools: \$118,000 and Merced City: \$42,000.

Public agencies incur their own attorney fees and costs in addition to the sums paid to plaintiffs. Even if a city were to win at trial (which has not yet happened), there is no mechanism for the city to recover its own attorney fees and costs. Additionally, a successful defense would not insulate the city from a different plaintiff filing another CVRA case.

In those instances where cities have lost CVRA litigation, the court mandates a switch to elections by district. In those cases, the court, not the citizens or the city council, orders a districting plan into place, as well as the timing of the election and the sequencing of the districts. For example, in Palmdale, the trial court invalidated the results of a November at-large election where that city's first African-American councilmember was elected, and ordered a new special election by districts in all council districts in a plan developed by the plaintiffs, which the court selected over the plan developed by the defending city. CVRA settlements also typically involve plaintiff, rather than community, input on the district maps.

Unlike a federal voting rights act case, where a plaintiff must establish that switching to districts will actually remedy the vote dilution of the minority group challenging the existing election system through the creation of a majority-minority district, the California Voting Rights Act does not require such proof.

Thus, the City is faced on the one hand with the choice of litigating a challenge that has not ever been won, potentially incurring millions of dollars in expert and legal fees, and losing control of how districts are set up and sequenced in the City, or, on the other hand, following the "safe harbor" process to establish districts.

The attached Resolution No. 23-85, if adopted by the City Council tonight, is within the 45-day safe harbor period under Elections Code section 10010, and provides the City with an additional 90-day safe-harbor period within which to conduct 5 or more public hearings to consider potential district boundaries, as well as an ordinance that would switch the City Council to election by districts.

Prior to consideration of such an ordinance or the drawing of any draft maps, the City must conduct at least two public hearings to solicit input from the public regarding the composition of the districts. The City may undertake outreach to the public, including to non-English-speaking communities, concerning the districting process and to encourage public participation. If the Council decides to transition to districts rather than face litigation, staff is recommending conducting the first of these two public hearings tonight.

Subsequent to the first two public hearings, proposed district maps would be generated by the City and posted for at least 7 days and at least two more public hearings would be held to solicit input on the proposed district boundaries, as well as the sequencing of districts for staggered terms of office. At the conclusion of these public hearings, the Council can introduce, conduct and first and second reading, and adopt an ordinance switching to districts.

Attached to this staff report are the demand letters received on June 15, 2023 and July 10, 2023. Resolution No. 23-85, which complies with Elections Code section 10010, is also attached, along with a proposed schedule of meetings and hearings to comply with the pre-requisites to consideration of an ordinance by the Council that would switch the City Council to election by districts.

If the City Council decides not to transition to by-district elections, no action is necessary.

Council Options:

- Adopt Resolution No. 23-85, declaring the City's intention to transition to district elections; adopt Resolution No. 23-86, awarding a contract for professional demographer services to NDC in an amount not to exceed \$65,000; and conduct the first public hearing inviting the public to provide input regarding the composition of the districts.
- Modify and adopt the resolutions and conduct the public hearing at a later date.
- Determine not to move forward with by-district elections.
- Direct Staff to return to Council with additional information no later than August 24, 2023 to stay within the initial safe-harbor.

Fiscal Impact:

The contract for professional demographic consulting services to assist in transitioning to by-district elections is based on fixed fees for different types of services. Staff is recommending a not to exceed contract amount of \$65,000 be awarded to National Demographics Corporation. There will also be staff and City Attorney time associated with a transition to district elections.

Based on other cities that have received demand letters to transition to district elections, have chosen not to transition and have been sued, a city can expect to incur expert witness and attorney fees estimated between \$2 million and \$6 million in connection with litigation brought under the CVRA.

Environmental Review/Analysis:

Pursuant to Section 15378(b)(5) of the California Environmental Quality Act (CEQA) Guidelines (14 CCR Section 15378(b)(5)), neither the proposed Resolution nor any of the other actions contemplated in this report constitute a "project" under CEQA because they are organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

Recommended Actions:

Staff Recommendation

Staff recommends that City Council determine whether to transition to by-district elections and, if so:

1. Adopt Resolution No. 23-85 entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, DECLARING ITS INTENTION TO TRANSITION FROM AT-LARGE TO DISTRICT-BASED ELECTIONS FOR CITY COUNCIL PURSUANT TO ELECTIONS CODE SECTION 10010 AND GOVERNMENT CODE SECTION 34886 EFFECTIVE FOR THE NOVEMBER 2024 GENERAL MUNICIPAL ELECTION.

And if Council adopts said Resolution of Intention, staff recommends that the City Council also:

2. Adopt Resolution No. 23-86 entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY

OF SAN CLEMENTE, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO NATIONAL DEMOGRAPHICS CORPORATION FOR DEMOGRAPHER SERVICES RELATED TO TRANSITIONING TO BY-DISTRICT ELECTIONS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$65,000.

If the Council adopts a Resolution of Intention, staff recommends that the City Council proceed with conducting the first public hearing required under the CVRA by:

3. Open the public hearing, invite the public to provide input regarding the composition of the districts, and close the public hearing.

Attachment:

1. Letter from Law Offices of Michelle R. Jackson dated June 8, 2023.
2. Letter from Law Offices of Michelle R. Jackson dated July 10, 2023
3. Election Code section 10010
4. Resolution of Intention
5. Information regarding National Demographics Corporation
6. Resolution Awarding contract to National Demographics Corporation
7. National Demographics Corporation Contract
8. National Demographics Corporation Proposal

Notification:

None.

Law Offices of Michelle R. Jackson

34189 PCH, Suite 204
Dana Point, CA 92629
(949)606-2674

VIA CERTIFIED MAIL

Received
City of San Clemente

JUN 15 2023

City Council
City Manager

June 8, 2023

Attn: City Council
City of San Clemente
San Clemente City Hall
910 Calle Negocio
San Clemente, CA 92780

Re: Violations of the California Voting Rights Act

Dear City Council,

I write on behalf of my client who is concerned about minority citizens residing and voting in the City of San Clemente (“San Clemente”).

San Clemente relies upon an at-large election system for electing candidates to its City Council. Moreover, a review of San Clemente’s voting results appears to illustrate that they are racially polarized, resulting in minority vote dilution. Therefore, San Clemente’s at-large elections violate the California Voting Rights Act of 2001 (“CVRA”).

The CVRA disfavors the use of “at-large” voting since this method effectively prevents a protected class from having a sufficient opportunity to elect a candidate of choice. *See generally Sanchez v Modesto* (2006) 145 Cal App 4th 660, 667. Further, these at-large election systems often result in the dilution or impairment of minority voters and their ability to elect candidates more representative of their neighborhoods by allowing a bare majority of voters to control *every* seat, not just a proportional majority of seats. *See Thornburg v Gingles* (1986) 478 U.S. 30, 46.

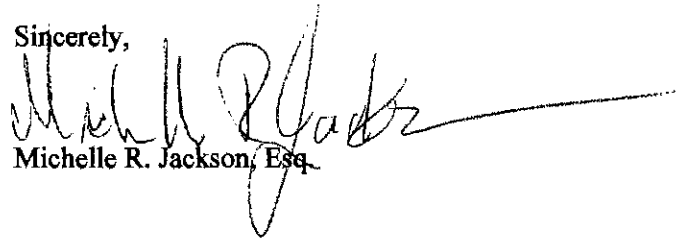
To find a violation, the CVRA only requires that there be a showing of racially polarized voting. *See* Cal. Elec. Code § 14028 (“A violation of Section 14027 is established if it is shown that racially polarized voting occurs . . .”). It is my client’s position that San Clemente’s system of at-large elections dilutes the ability of Latinos, a protected class, to elect candidates of their choice or otherwise influence the outcome of San Clemente’s elections for its City Council Members.

During the last twenty (20) years, only one Latino has been elected to the San Clemente City Council. There has been only one Latino candidate in the past 20 years despite Latinos currently comprising the second largest race and ethnicity population in San Clemente with more than 18% of the population identifying as Latino. This lack of Latino participation in seeking

election to the city council is prima facia evidence of voter dilution on the part of the City. *See generally Westwego Citizens for Better Government v City of Westwego* 872 F2d 1201 (5th Cir. 1989). There is a clear disconnect between the significant Latino population in San Clemente and the complete absence of Latinos on the City Council further evidencing the inherent discrimination of the elections process in San Clemente.

In accordance with the above, it is respectfully requested that San Clemente change the manner in which it elects councilmembers to its city council and adopt a district system. Please be advised that if we do not have some movement with regard to this issue by August 10, 2023, we will be forced to seek judicial relief on behalf of residents within the jurisdiction.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle R. Jackson", with a long horizontal line extending to the right.

Michelle R. Jackson, Esq.

Law Offices of Michelle R. Jackson

34189 PCH, Suite 204
Dana Point, CA 92629
(949)606-2674

City of San Clemente

JUL 10 2023

City Clerk Department

VIA HAND DELIVERY

July 10, 2023

Attn: Laura Campagnolo
City Clerk
City of San Clemente
San Clemente City Hall
910 Calle Negocio
San Clemente, CA 92673

Re: Violations of the California Voting Rights Act

Dear Ms. Campagnolo,

On June 8, 2023, this office sent a letter to the City of San Clemente on behalf of one of its clients (see attached). It has been brought to our attention that the letter was incorrectly addressed to the San Clemente City Council rather than the San Clemente City Clerk per the California Elections Code § 10010(e)1. Given the error made by this office as well as the importance that this office and our client places on ensuring that residents in the City of San Clemente (“San Clemente” or the “City”) are not disenfranchised, we are withdrawing the demand letter sent on June 8, 2023, and resending this letter of demand for clarification, which will also extend the date by which the City has to respond to my client’s demand.

Again, I write on behalf of my client, a minority resident of, and voter in the City of San Clemente (“San Clemente” or the “City”) concerned about other minority citizens residing and voting in the City.

San Clemente relies upon an at-large election system for electing candidates to its City Council. Moreover, a review of San Clemente’s voting results appears to illustrate that they are racially polarized, resulting in minority vote dilution. Therefore, San Clemente’s at-large elections violate the California Voting Rights Act of 2001 (“CVRA”).

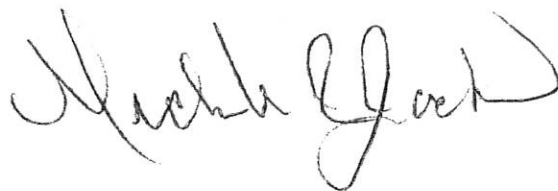
The CVRA disfavors the use of “at-large” voting since this method effectively prevents a protected class from having a sufficient opportunity to elect a candidate of choice. *See generally Sanchez v Modesto* (2006) 145 Cal App 4th 660, 667. Further, these at-large election systems often result in the dilution or impairment of minority voters and their ability to elect candidates more representative of their neighborhoods by allowing a bare majority of voters to control *every* seat, not just a proportional majority of seats. *See Thornburg v Gingles* (1986) 478 U.S. 30, 46.

To find a violation, the CVRA only requires that there be a showing of racially polarized voting. *See* Cal. Elec. Code § 14028 (“A violation of Section 14027 is established if it is shown that racially polarized voting occurs . . .”). It is my client’s position that San Clemente’s system of at-large elections dilutes the ability of Latinos, a protected class, to elect candidates of their choice or otherwise influence the outcome of San Clemente’s elections for its City Council Members.

During the last twenty (20) years, only one Latino has been elected to the San Clemente City Council. There has been only one Latino candidate in the past 20 years despite Latinos currently comprising the second largest race and ethnicity population in San Clemente with more than 18% of the population identifying as Latino. This lack of Latino participation in seeking election to the city council is prima facie evidence of voter dilution on the part of the City. *See generally Westwego Citizens for Better Government v City of Westwego* 872 F2d 1201 (5th Cir. 1989). There is a clear disconnect between the significant Latino population in San Clemente and the complete absence of Latinos on the City Council further evidencing the inherent discrimination of the elections process in San Clemente.

In accordance with the above, it is respectfully requested that San Clemente change the manner in which it elects councilmembers to its city council and adopt a district system. Please be advised that if we do not have some movement with regard to this issue by August 24, 2023, we will be forced to seek judicial relief on behalf of residents within the jurisdiction.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle R. Jackson". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Michelle R. Jackson, Esq.

Attachment

CC: City Council
City Manager



State of California

ELECTIONS CODE

Section 10010

10010. (a) A political subdivision that changes from an at-large method of election to a district-based election, or that establishes district-based elections, shall do all of the following before a public hearing at which the governing body of the political subdivision votes to approve or defeat an ordinance establishing district-based elections:

(1) Before drawing a draft map or maps of the proposed boundaries of the districts, the political subdivision shall hold at least two public hearings over a period of no more than 30 days, at which the public is invited to provide input regarding the composition of the districts. Before these hearings, the political subdivision may conduct outreach to the public, including to non-English-speaking communities, to explain the districting process and to encourage public participation.

(2) After all draft maps are drawn, the political subdivision shall publish and make available for release at least one draft map and, if members of the governing body of the political subdivision will be elected in their districts at different times to provide for staggered terms of office, the potential sequence of the elections. The political subdivision shall also hold at least two additional hearings over a period of no more than 45 days, at which the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections, if applicable. The first version of a draft map shall be published at least seven days before consideration at a hearing. If a draft map is revised at or following a hearing, it shall be published and made available to the public for at least seven days before being adopted.

(b) In determining the final sequence of the district elections conducted in a political subdivision in which members of the governing body will be elected at different times to provide for staggered terms of office, the governing body shall give special consideration to the purposes of the California Voting Rights Act of 2001, and it shall take into account the preferences expressed by members of the districts.

(c) This section applies to, but is not limited to, a proposal that is required due to a court-imposed change from an at-large method of election to a district-based election.

(d) For purposes of this section, the following terms have the following meanings:

(1) "At-large method of election" has the same meaning as set forth in subdivision (a) of Section 14026.

(2) "District-based election" has the same meaning as set forth in subdivision (b) of Section 14026.

(3) "Political subdivision" has the same meaning as set forth in subdivision (c) of Section 14026.

(e) (1) Before commencing an action to enforce Sections 14027 and 14028, a prospective plaintiff shall send by certified mail a written notice to the clerk of the political subdivision against which the action would be brought asserting that the political subdivision's method of conducting elections may violate the California Voting Rights Act of 2001.

(2) A prospective plaintiff shall not commence an action to enforce Sections 14027 and 14028 within 45 days of the political subdivision's receipt of the written notice described in paragraph (1).

(3) (A) Before receiving a written notice described in paragraph (1), or within 45 days of receipt of a notice, a political subdivision may pass a resolution outlining its intention to transition from at-large to district-based elections, specific steps it will undertake to facilitate this transition, and an estimated timeframe for doing so.

(B) If a political subdivision passes a resolution pursuant to subparagraph (A), a prospective plaintiff shall not commence an action to enforce Sections 14027 and 14028 within 90 days of the resolution's passage.

(C) (i) A political subdivision and the prospective plaintiff who first sends a notice pursuant to paragraph (1) may enter into a written agreement to extend the time period described in subparagraph (B) for up to an additional 90 days in order to provide additional time to conduct public outreach, encourage public participation, and receive public input. The written agreement shall include a requirement that the district boundaries be established no later than six months before the political subdivision's next regular election to select governing board members. However, in a political subdivision that holds a primary election as part of its process for selecting governing board members, the written agreement shall include a requirement that district boundaries be established no later than six months before the political subdivision's next regular primary election.

(ii) No later than 10 days after a political subdivision enters into a written agreement pursuant to clause (i), the political subdivision shall prepare and make available on its internet website a tentative schedule of the public outreach events and the public hearings held pursuant to this section. If a political subdivision does not maintain an internet website, the political subdivision shall make the tentative schedule available to the public upon request.

(f) (1) If a political subdivision adopts an ordinance establishing district-based elections pursuant to subdivision (a), a prospective plaintiff who sent a written notice pursuant to paragraph (1) of subdivision (e) before the political subdivision passed its resolution of intention may, within 30 days of the ordinance's adoption, demand reimbursement for the cost of the work product generated to support the notice. A prospective plaintiff shall make the demand in writing and shall substantiate the demand with financial documentation, such as a detailed invoice for demography services. A political subdivision may request additional documentation if the provided documentation is insufficient to corroborate the claimed costs. A political subdivision shall reimburse a prospective plaintiff for reasonable costs claimed, or in an amount to which the parties mutually agree, within 45 days of receiving the written demand,

except as provided in paragraph (2). In all cases, the amount of the reimbursement shall not exceed the cap described in paragraph (3).

(2) If more than one prospective plaintiff is entitled to reimbursement, the political subdivision shall reimburse the prospective plaintiffs in the order in which they sent a written notice pursuant to paragraph (1) of subdivision (e), and the 45-day time period described in paragraph (1) shall apply only to reimbursement of the first prospective plaintiff who sent a written notice. The cumulative amount of reimbursements to all prospective plaintiffs shall not exceed the cap described in paragraph (3).

(3) The amount of reimbursement required by this section is capped at thirty thousand dollars (\$30,000), as adjusted annually to the Consumer Price Index for All Urban Consumers, United States city average, as published by the United States Department of Labor.

(Amended by Stats. 2019, Ch. 497, Sec. 105. (AB 991) Effective January 1, 2020.)

RESOLUTION NO. 23-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, DECLARING ITS INTENTION TO TRANSITION FROM AT-LARGE TO DISTRICT-BASED ELECTIONS FOR CITY COUNCIL PURSUANT TO ELECTIONS CODE SECTION 10010 AND GOVERNMENT CODE SECTION 34886 EFFECTIVE FOR THE NOVEMBER 2024 GENERAL MUNICIPAL ELECTION

WHEREAS, the City of San Clemente, California (“City”) is a general law city, duly organized under the Constitution and laws of the State of California; and

WHEREAS, the five members of the San Clemente City Council are currently elected in at-large elections, in which each City Council member is elected by all registered voters of the entire City; and

WHEREAS, the California Voting Rights Act of 2001 (Elections Code §§14025-14032) (“CVRA”) provides that its purpose is “to implement the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution”; and

WHEREAS, the City of San Clemente believes that its current electoral system is consistent with Section 7 of Article I and Section 2 of Article II of the California Constitution, and that a district-based electoral system is also consistent with these provisions; and

WHEREAS, the CVRA applies to jurisdictions that use an at-large method of election; and

WHEREAS, numerous California cities, including in Los Angeles, Orange and San Diego Counties, have been sued under the CVRA to force those cities to abandon their at-large electoral systems, and implement a by-district electoral system; and

WHEREAS, the defense of litigation under the CVRA is extremely expensive and those cities that have lost in court have also lost substantial control over the districting process within their cities. Further, even if the city were to prevail in defense of an action, a successful defense would not prevent a different plaintiff from suing the city under the CVRA in the future; and

WHEREAS, the CVRA mandates that prevailing plaintiffs are entitled to recover their attorneys’ fees and expenses, including expert witness fees, from a defendant city, and even defendant cities that have settled CVRA lawsuits in the early stages of litigation are mandated to pay plaintiffs’ attorneys’ fees and expenses, which typically have been substantial, and

WHEREAS, on June 15, 2023, the City received a letter from the Laws Offices of Michelle R. Jackson, demanding that the City switch to election by districts for the 2024 election pursuant to Elections Code 10010; and

WHEREAS, California Government Code Section 34886 authorizes the legislative body of a city to adopt an ordinance, without voter approval, to change its method of election from "at-large" to "district-based" in which each council member is elected only by the voters residing in the district in which the candidate resides; and

WHEREAS, Section 34886 authorizes such a change “in furtherance of the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the Elections Code)”; and

WHEREAS, numerous cities and special districts throughout the state and in Los Angeles, Orange and San Diego Counties have moved from an at-large electoral system to a by-district electoral system for members of their governing bodies; and

WHEREAS, the City intends to make this transition from an at-large system to a by-district system in accordance with the procedural rules outlined in Government Code Section 34886 and Elections Code section 10010.

NOW, THEREFORE, the City Council of the City of San Clemente hereby resolves as follows:

SECTION 1. Intention to Switch to Election by Districts.

A. The foregoing recitals are true and correct.

B. The City Council shall consider an ordinance to change to a district-based election system for use in the City’s General Municipal Election for City Council Members beginning in November 2024, in accordance with Elections Code section 10010 and Government Code section 34886, and other applicable law.

C. The City Council directs staff to work with a qualified demographer, and other appropriate consultants as needed, to provide a detailed analysis of the City’s current demographics and any other information or data necessary to prepare a draft map that divides the City into voting districts in a manner consistent with the intent and purpose of the Federal Voting Rights Act.

D. The City Council approves the tentative timeline set forth in Exhibit A, attached to and made a part of this resolution, for conducting a public process to solicit public input on proposed district-based electoral maps before adopting any such map.

E. The City Council directs staff to instruct the demographic consultant to prepare for City Council review at the appropriate time proposals for districting plans with options for both four districts with an elective mayor and five districts pursuant to Government Code §§ 34871(b) and (c) and 34886.

F. The City Council directs staff to undertake public outreach and to inform the residents of San Clemente of this resolution and the districting process, and to facilitate and encourage public participation, as well as publish notice of the public hearings identified in the attached Exhibit A.

G. The timeline contained in Exhibit A may be adjusted as deemed necessary by the City Clerk, in consultation with the City Manager, provided that such adjustments shall not prevent the City from complying with the time frames specified by Election Code Section 10010.

SECTION 2. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this _____ day of August, 2023

ATTEST:

City Clerk of the City of
San Clemente, California

Mayor of the City of
San Clemente, California

STATE OF CALIFORNIA
COUNTY OF ORANGE) ss.
CITY OF SAN CLEMENTE

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, do hereby certify that the foregoing resolution was duly adopted by the City Council of the City of San Clemente at a Regular meeting, held on the 15th day of August, 2023 by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this _____ day of _____, _____.

CITY CLERK of the City of
San Clemente, California

Approved as to form:

Elizabeth A. Mitchell, City Attorney

Exhibit A
TO RESOLUTION NO. 23-85

Timeline: Consideration and Implementation of By-District Elections (All meetings in Council Chambers at City Hall)

Date	Event	Comment
July 10, 2023	Receipt of demand letter	
August 15, 2023 Regular City Council Meeting	City Council adopts Resolution declaring its intention to transition from at-large to by-district elections and holds first public hearing.	Mapping tools will be made available shortly after adoption of the Resolution of Intention.
August 24, 2023	45 Days from July 10, 2023	See Elections Code section 10010.
September 5, 2023 Regular City Council Meeting	Second Public Hearing	Before maps are drafted by demographer. Must occur within 30 days of first public hearing.
September 14, 2023	Deadline for the public to submit any proposed maps.	Draft maps must be posted for at least 7 days before the third public hearing.
September 21, 2023	Posting deadline for all maps (public and consultant).	Draft maps must be posted for at least 7 days before the third public hearing.
October 3, 2023 Regular City Council Meeting	Third Public Hearing	Regarding content of draft maps and sequence of elections.
October 10, 2023	Post any new or amended maps and potential sequence of elections	Draft maps must be posted at least 7 days before fourth public hearing
October 17, 2023 Regular City Council Meeting	Fourth public hearing: Select Map. Council introduces ordinance establishing district elections, including district boundaries and election sequence	Regarding content of draft maps and sequence of elections. Fourth public hearing must be within 45 days of third public hearing. If selected map is amended, there must be time for posting (at least 7 days) and another public hearing to introduce the ordinance before expiration of the 90-day safe harbor period.

<p>October 26, 2023 (Special Meeting)</p>	<p>Optional fifth public hearing</p>	<p>Only necessary if posted map is changed</p>
<p>November 7, 2023, Regular City Council Meeting</p>	<p>2nd reading of Ordinance and Ordinance adopted</p>	<p>Last regular City Council meeting before 90 days expire</p>
<p>November 13, 2023</p>	<p>90 days after August 15, 2023</p>	<p>See Elections Code section 10010.</p>
<p>November 5, 2024</p>	<p>First election using district-based seats</p>	
<p>November 3, 2026</p>	<p>Second election using district based seats</p>	



Company Background and Additional Details on Project Elements

By National Demographics Corporation

Douglas Johnson, President



Table of Contents

Brief History of National Demographics Corporation	2
Company Philosophy	3
Professionalism	3
Local Leadership and Non-Partisan Professionals	3
Openness	4
Public Engagement	4
Project Software.....	4
The NDC Team	5
Recognition of the NDC’s Expertise.....	5
NDC Client Testimonials	10
NDC Approach to Public Engagement.....	12
The Three E’s of Public Participation: Engage, Educate, and Empower.....	12
Districing and Redistricting References	16
Additional Details of Optional Project Elements	17
Advisory or Independent Redistricting Commissions	17
Outreach Assistance.....	17
Project Website	17
Online Mapping Tool for Public / Resident Use.....	18
DRA Online Mapping Tool.....	19
Paper-based Public Mapping Tool.....	20
Other Potential Project-Related Expenses:.....	20
Conclusion	21
Resumes of NDC President Dr. Douglas Johnson and Vice President Dr. Justin Levitt	22

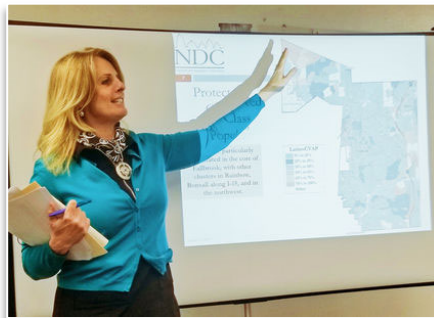


Brief History of National Demographics Corporation

Since our founding in 1979, NDC has served hundreds of local governments. While most of NDC’s work is in California and Arizona, the firm has performed projects in all regions of the country, serving clients as varied as the States of Mississippi, Arizona, Florida and Illinois; Clark County (Nevada); Jacksonville (Florida); numerous counties of all sizes across California and Arizona; the San Diego Unified School District; and relatively smaller jurisdictions such as the City of Bradbury, the City of Solvang, and Clay Elementary School District.

The company is especially well known for its districting and redistricting work with local governments. No company has been responsible for addressing the electoral demographic needs of more local governments, as NDC has conducted over 450 local government districting and/or redistricting projects, including 215 such projects in the 2021/2022 post-Census redistricting cycle alone. By our count, NDC performed the districting work for over 85% of the nearly 200 California cities that moved from at-large to by-district elections since the 2001 passage of the California Voting Rights Act.

Nationally recognized as a pioneer in good government districting and redistricting, NDC has unmatched expertise in the issues, questions, and decisions jurisdictions face in any discussion regarding districting, redistricting, the Federal and local state Voting Rights Acts, and related election system choices.





Company Philosophy

Professionalism

NDC's personnel are nationally recognized as leaders in the districting field and are responsible for numerous books and articles on the subject. NDC possesses all the hardware and software necessary to meet the districting and redistricting needs of any jurisdiction, and its personnel have unmatched experience in the line-drawing side of this work, as well as in developing the databases used for these purposes. But more important are the firm's interpersonal skills and the team's understanding of the perspective of all parties in this process.

Local Leadership and Non-Partisan Professionals

NDC is an advisor and technical resource. The firm's role is to assist our clients through the complicated demographic and legal framework for their project. NDC shares its experience and expertise, but the final plan is selected by the jurisdiction's elected leaders, not NDC. The firm is sometimes criticized, usually by people from outside of the client jurisdiction, for not acting as an advocate or proselytizer for what these outsiders think is "right" for the client. But NDC team members are expert advisors, not proselytizers. NDC guides our clients through the process to a map that meets all legal requirements and the goals of our client – not the goals of outside critics. NDC welcomes the chance to assist each client through this process following the direction of the jurisdiction's elected leadership, key staff members, and the entire community.

A common question in many districting or redistricting projects is whether there is any influence of any improper political bias on the process. NDC's four decades of success working for jurisdictions with all-Democratic leadership, jurisdictions with all-Republican leadership, and every possible combination in between, reflects our steadfast dedication to non-partisan service. At work, each of us puts our personal political feelings aside and focuses on implementing the policy goals and directions of our clients using NDC's non-partisan, professional and expert guidance regarding the requirements and options facing each client. We believe most of our clients would be hard-pressed to guess which NDC team members are registered as independents or with any political party, and we are proud to have satisfied customers and clients whose partisan leanings (even in their non-partisan local government offices) similarly cross the entire partisan spectrum.



Openness

Any change in election systems can have momentous implications for the distribution of political power in a jurisdiction and for access by groups and individuals to the governance process. Not surprisingly, such changes often attract considerable public attention, sometimes generate intense controversy, and may draw charges of manipulation and abuse of power. It is crucial, therefore, that the jurisdiction establish, at the beginning, a process that is not only fair, but that is seen to be fair, to all contending groups and individuals.

Public Engagement

NDC pioneered the “transparent districting” approach that involves the public at every stage of the process and the company invented the “public participation kit” back in 1990. But NDC’s most valuable service is the firm’s experience transforming often contentious and passionate debates into thoughtful, constructive discussions focused on the options and outcomes rather than individual personalities. NDC also has considerable experience working with translators in public forums and providing materials in English and Spanish.

NDC’s approach has been widely praised in the media, and NDC has worked extensively with all types of press including radio, television, newspaper, and new media.

Project Software

NDC uses Caliper Corporation’s Maptitude for Redistricting software for processing public map submissions and drawing NDC’s draft maps and Board-directed revisions. Maptitude for Redistricting can open and use the standard “Shapefile” and “File Geodatabase” GIS data formats, and Maptitude for Redistricting can export all files to “Shapefile” and “File Geodatabase” formats.

NDC uses ESRI’s ArcGIS Online to present those maps for Board, Staff and Public review in an easy-to-use, interactive format. NDC also uses ArcGIS Pro for some specialized Geographic Information System (GIS) analysis; for opening and reviewing data received from clients or from other jurisdictions; and when needed for final map post-adoption processing for delivery to the jurisdiction and to the County Registrar. Microsoft PowerPoint is also used for many presentations, along with the ArcGIS Online interactive maps.

The NDC Team

NDC's 40 years of service to local governments is grounded in our academic founding and decades of professional relationships with all forms of local governments. Each NDC team member has been extensively trained in the legal requirements, demographic details, and complicated personal and community interests involved in every districting and redistricting project. And every NDC team member has been briefed on the wide range of unusual and bizarre challenges NDC has encountered over our more than 250 successfully completed local government projects. Whatever question or situation arises, your NDC team can handle it.

NDC President Dr. Douglas Johnson leads all team training and closely monitors the progress of every client project. NDC President Dr. Johnson and Vice President Dr. Levitt are always available to all clients, and typically are personally involved whenever particularly unusual or complex situations arise. Each NDC team member brings their personal expertise in demographics, city governance, school district governance and/or special district management to every project. And each team leader has particular expertise and focus in specific geographic areas.

All team members profiles are available on www.ndcresearch.com/about-us/.

Recognition of the NDC's Expertise

Both national and local organizations have recognized NDC's unmatched experience and expertise in the Census, districting, and redistricting.

National Recognition

Nationally, the National Conference of State Legislatures hosted NDC as a panelist at five different forums held for state legislators and legislative staff from across the country. NDC President Douglas Johnson addressed these forums on the following topics:

1. *Citizen Voting Age Data from a line-drawer's viewpoint*
2. *Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)*
3. *The Key to Successful Redistricting*
4. *Communities of Interest In Redistricting: A Practical Guide*
5. *The Arizona Independent Redistricting Commissions' experiences with the first-ever independent redistricting*



In addition:

- The National League of Women Voters hosted NDC President Douglas Johnson at a 2006 conference on “Building a National Redistricting Reform Movement,”
- Texas Tech University hosted Dr. Johnson as a panelist at its “Symposium on Redistricting;”
- The Arizona League of Cities and Towns hosted Dr. Johnson as a panelist on “Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011” and
- The Arizona Bar Association hosted Dr. Johnson as a panelist on “Communities of interest and technology in redistricting.”

California League of Cities Recognition

The California League of Cities hosted NDC as panelists over a dozen times to date:

- General Meeting panel: 2006 and 2015
- Executive Forum panel: 2018 and 2020
- City Clerk Department panel: 2014, 2017, 2018, twice in 2019, and 2020
- City Manager Department panel: 2015 and 2019
- City Attorney Department panel: 2018
- Inland Empire Chapter presentation: 2016
- South Bay Chapter presentation: 2020 and 2021

Recognition by Additional California Organizations

Other California organizations and conferences since 2011 recognizing NDC’s expertise in this field include:

2020	California County Counsel Assoc.	2021 Redistricting - What Local Government Attorneys Need to Know
2020	“Voice of San Diego” Politifest	Redistricting--What it means for our community
2020	County Committee Secretaries Annual Summit	The California Voting Rights Act
2020	Rose Institute of State and Local Government	2021 Redistricting: New Rules for California Local Governments



National Demographics Corporation

2020	California Special Districts Association	California Voting Rights Act Challenge Factors
2020	Associated Cities of California – Orange County	2021 Redistricting: The Rules have Changed
2020	California Municipal Law Conference	Municipal Redistricting in 2021: New Rules of the Road
2019	California Association of School Business Officials	Transitioning to By-Trustee-Areas Elections
2019	USC City/County Fellowship Program	The Challenges of Municipal Election Districts
2019	California Special Districts Association	District Elections and the California Voting Rights Act
2018	California Special Districts Association	Converting From At-Large to By-District Elections Under the California Voting Rights Act
2018	Riverside County Bar Assoc.	Redistricting and the California Voting Rights Act
2018	California School Board Assoc.	Voter Districts: The Link Between Strong Community Engagement and a Successful Process
2017	California School Board Assoc.	15 Years with the California Voting Rights Act: Lessons Learned and Challenges Ahead
2017	UC's National Public Service Law Conference	Moderator, "Voting Rights 101"
2016	Los Angeles County School Business Officials	CVRA: What CBO's Need to Know
2016	Los Angeles County School Trustees Assoc.	The CVRA: What School Board Members Need to Know
2015	Associated Cities of California – Orange County	The California Voting Rights Act
2015	California School Board Assoc.	The California Voting Rights Act: What Board Members Must Know



2015	Los Angeles County School Boards Assoc.	CVRA & Districting: The Demographer’s Perspective
2011	Channel Cities Club	Lunch Keynote: “California's next experiment: independent, public redistricting”

Trusted Advisor to Local Government and Redistricting Reform Groups

NDC acted as an informal advisor to the California League of Cities and the California School Board Association during the debate over the AB849 “FAIR MAPS Act” in 2019.

NDC acted as an informal advisor to the California League of Cities during the debate over AB1276 (revising the FAIR MAPS Act provisions) in 2020.

NDC provided ideas, advice, maps and research to the 2008 Common Cause-led coalition that drafted and successfully advocated for Proposition 11, which created California’s State-level Independent Redistricting Commission.

Advisor to Charter Review Commissions on Redistricting Provisions

NDC advised the following groups on the redistricting and voting rights provisions of their charter revisions and ordinances:

2016	City of El Cajon charter revision and public education outreach
2015/16	Castaic Lake Water Agency and Newhall County Water District merger
2015/16	City of Corona Charter Revision
2011/12	Pasadena Unified advisor to Charter Revision Commission creating a redistricting commission and moving District to by-district elections
2009/10	City of Menifee advisor to by-district-elections ordinance language committee
2006-08	City of Modesto advisor to Charter Revision Commission creating an independent redistricting commission and public education outreach
2003	City of Goleta ordinance writing and public education outreach

Expert Witness and Litigation Consultant



National Demographics Corporation

NDC President Douglas Johnson served as an expert witness in the following election and redistricting law cases:

2020	Chestnut v Merrill (Alabama)
2019	City of Redondo Beach vs State of California
2019	Ruiz-Lozito vs West Contra Costa Unified School District
2019	Common Cause v Lewis (North Carolina)
2018	Phillip Randolph Institute v Smith (Ohio)
2018	League et al. v. Johnson (Michigan)
2017	Luna v County of Kern
2018	Covington v State of North Carolina
2016	Garrett v City of Highland
2015	Jamarillo v City of Fullerton
2015	Harris vs Arizona Independent Redistricting Commission
2015	Solis v Santa Clarita Community College District
2015	Jauregui et al vs City of Palmdale
2014	Diego v City of Whittier

NDC Staff also served as litigation consultants for jurisdictions in the following California Voting Rights Act cases:

1. Anaheim
2. Carson
3. Compton
4. Escondido
5. Modesto
6. Poway
7. Santa Clarita
8. Whittier
9. Santa Clarita Community College District
10. Tulare Health Care District

Trusted Advisor to Local Government and Redistricting Reform Groups

NDC acted as an informal advisor to the California League of Cities and the California School Board Association during the debate over the AB849 “FAIR MAPS Act” in 2019. NDC acted as an informal advisor to the California League of Cities during the debate over AB1276 (revising the FAIR MAPS Act provisions) in 2020. NDC provided ideas, advice, maps and research to the 2008 Common Cause-led coalition that drafted and successfully advocated for Proposition 11, which created California’s State-level Independent Redistricting Commission.

NDC President Douglas Johnson at Governor Schwarzenegger’s press conference in support of redistricting reform.



(Left to right: Assembly Democratic Legislator John Laird, USC Senior Fellow Dan Schnur, Greenlining Institute representative (name unknown), AARP President Jeannine English, NDC President Douglas Johnson, Governor Arnold Schwarzenegger, League of Women Voters Senior Director Trudy Schafer, State Senate Republican Bill Leonard, League of Women Voters President Jacqueline Jacobberger, and three unidentified men).

NDC Client Testimonials

Here is a sampling of what NDC’s people have to say about NDC:

“Here’s a great expert. . . . today you bring him in for what sounds like good information, very smart man up here.”

United States Fourth District Court Judge James A Wynn, Covington v North Carolina, United States District Court for the Middle District of North Carolina, Case No. 1:15CV399

“I have worked on Congressional, Legislative, Los Angeles County and Los Angeles City redistricting maps on behalf of the Latino Caucus and grassroots Latino organizations for over 30 years. Douglas Johnson is one of the top redistricting experts in California, and he is who I would pick to draw a map for me anywhere in the state.”

Alan Clayton, retired Executive Director of the Los Angeles County Chicano Employees Association

“The excel spreadsheet is a fantastic tool. Just plug in the letter by district and on the tab see a running total of population by assigned district. It’s cool.”



National Demographics Corporation

Modesto resident's comment, June 16, 2008

"One of the first, and in retrospect one of the best, decisions made by our commission was to hire Douglas Johnson and his colleagues at National Demographics Corporation as our primary consultants. I have never had the opportunity to work with a more highly qualified, hard-working, dedicated, professional and classy individual or group than Mr. Johnson and his associates at NDC."

Jim Huntwork, Arizona Independent Redistricting Commissioner
(Republican)

"In addition to his technical expertise, Doug had a keen sense of how to help us navigate the complexities of the process. He understands redistricting better than any person I know. He has a unique ability to synthesize that which is very complicated and make it very understandable for the public. He frequently would present various options, without representing any position, clearly delineating differences and challenges of each option in a clear and succinct manner."

Josh Hall, Arizona Independent Redistricting Commissioner (Democrat)

"It was a great pleasure to work with Doug Johnson and NDC during the first Independent redistricting effort in Arizona. Doug and his staff were professional, efficient, responsive, and even-handed. They listened very carefully to the instructions given by the commission and performed each mapping task without bias of any kind. I would highly recommend NDC to any jurisdiction, or commission, wishing to have a successful redistricting process."

Steven W. Lynn, Chair, Arizona Independent Redistricting Commission
(Independent)

"Thank you for all of your hard work, assistance, and patience with me during this year of CVRA conversion to by-area trustee elections. Your continual reassurance and support in dealing with all of the details was sincerely appreciated. We all have jobs to do, but when working with all of you I felt that you always went the extra mile to support our District with excellent customer service. The multiple revisions, extra conference calls, and follow up suggestions made a difference to Scott, Linda, and me. I personally enjoyed joking around with each of you while remaining professional in all presentations. It was a pleasure working with all of you. "

Jennifer Williams, Ed. D., Fullerton Joint Union High School District,
Executive Director Administrative Services

"Thank you for taking time out of your busy schedule to participate in the City Official Roundtable I hosted on the 2020 U.S. Census at the Redondo Beach Performing Arts Center. I appreciate that you shared your expertise on the Census to the government officials



who were present. It is critical that we work together to ensure that everyone is counted in the upcoming Census.”

Ted W. Lieu, Member of Congress, California 33rd District.

NDC Approach to Public Engagement

The Three E’s of Public Participation: Engage, Educate, and Empower

NDC’s “Three E’s” approach recognizes the complex and daunting nature of districting and redistricting projects, while emphasizing the importance of public participation in such projects.

Given the complexity of the issue, the public cannot be expected to jump in with constructive ideas and input without encouragement. So NDC’s approach begins with the first “E”: **Engage**. NDC works with our clients to get the word out about why the project matters – and how input from residents can be a decisive element of the project.

Once their interest is engaged, the second “E” is **Educate**. Most media coverage of this topic focuses on congressional gerrymandering, giving the entire field a tainted and hopeless feel. NDC works with our clients to explain how local districting and redistricting is based on neighborhoods and communities – not national politics. We educate the public on the data, requirements and goals of redistricting, and on the many options residents have to formulate and share their own maps or other constructive input.

The third “E” is **Empower**. For those projects where the level of public interest and engagement justify the expense, NDC offers an unmatched array of paper, Excel-based, and online mapping tools that residents can use to draw detailed, population-balanced maps for consideration by the jurisdiction.

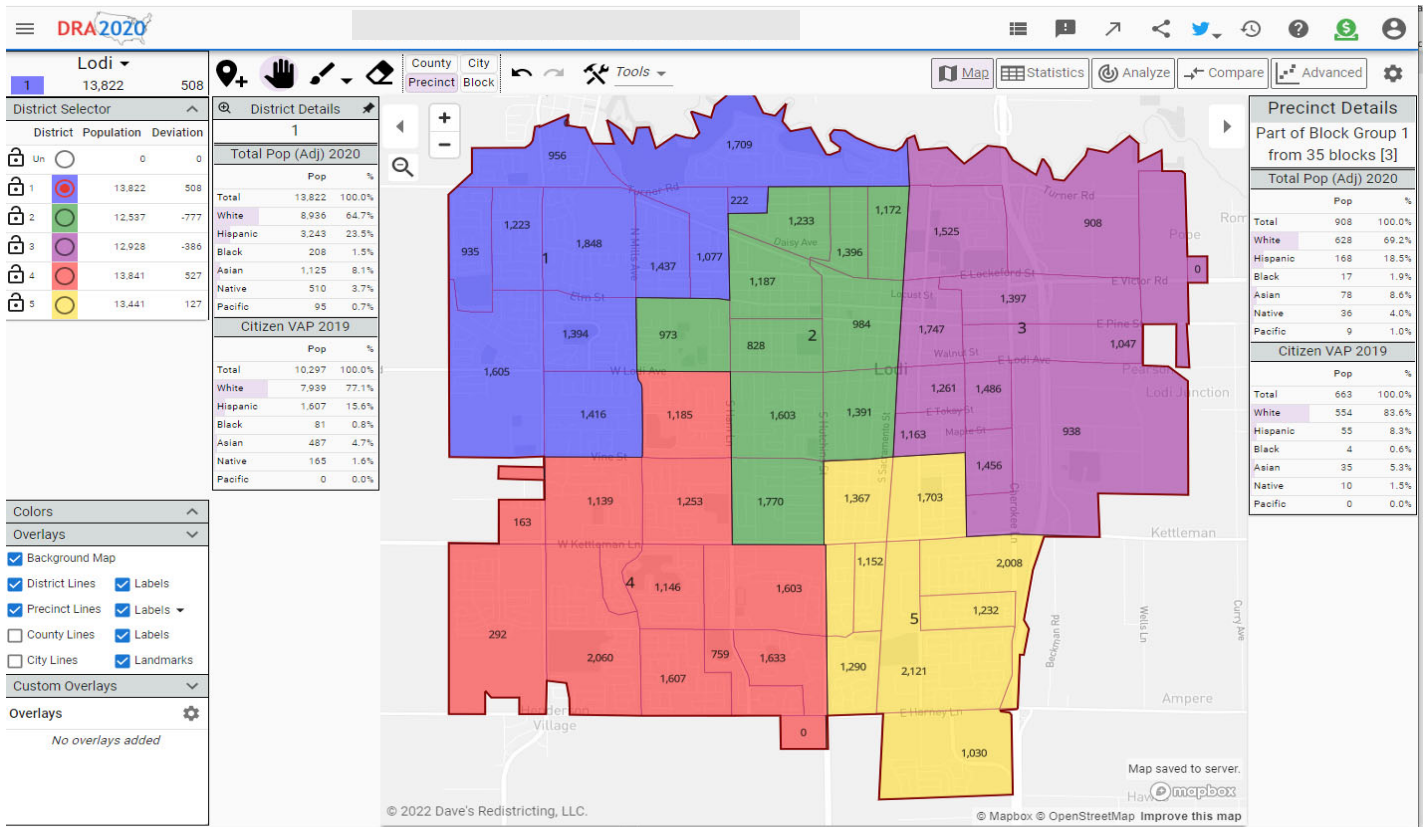
When included in a project, NDC has seen considerable public interest in these optional public participation tools. Often five, ten or even twenty or thirty draft maps are proposed by community residents. And NDC developed a highly refined and proven methodology for efficiently guiding our clients through selecting and refining a map, even when starting from 10, 20, 30 or more initial draft maps.

For those jurisdictions where the expense of the optional mapping tools is too high, NDC always welcomes any letters, comments, or hand-drawn maps that residents wish to submit during the districting or redistricting process.

For every project, at no extra expense, NDC includes an online “interactive review map” that allows residents to analyze draft maps zooming in and out, searching for specific addresses, and by changing between street maps, satellite images, and other underlying base maps.

Samples of these tools are shown on the following pages, and additional details on each of them appears later in this proposal.

Sample Online Mapping Tool



Sample Public Participation Mapping Tool

Public Participation Kit

Each number indicates the total population of that "population unit" area. Each district must have essentially equal population.

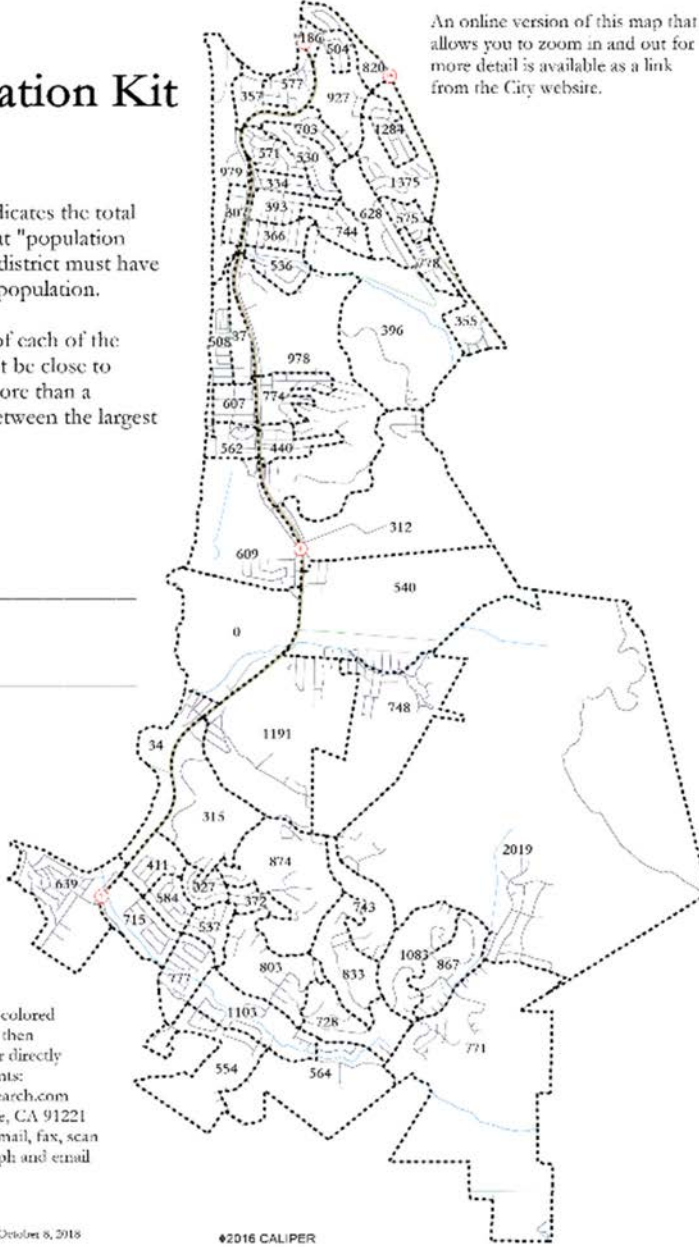
The population of each of the five districts must be close to 7,447, with no more than a 745 difference between the largest and smallest.

Name: _____

Phone or email: _____

Please use a thick dark-colored pen to draw your map, then submit it at City Hall or directly to our project consultants:
 Submission@NDCresearch.com
 PO Box 5271, Glendale, CA 91221
 You can hand-deliver, mail, fax, scan and email, or photograph and email your map.

An online version of this map that allows you to zoom in and out for more detail is available as a link from the City website.

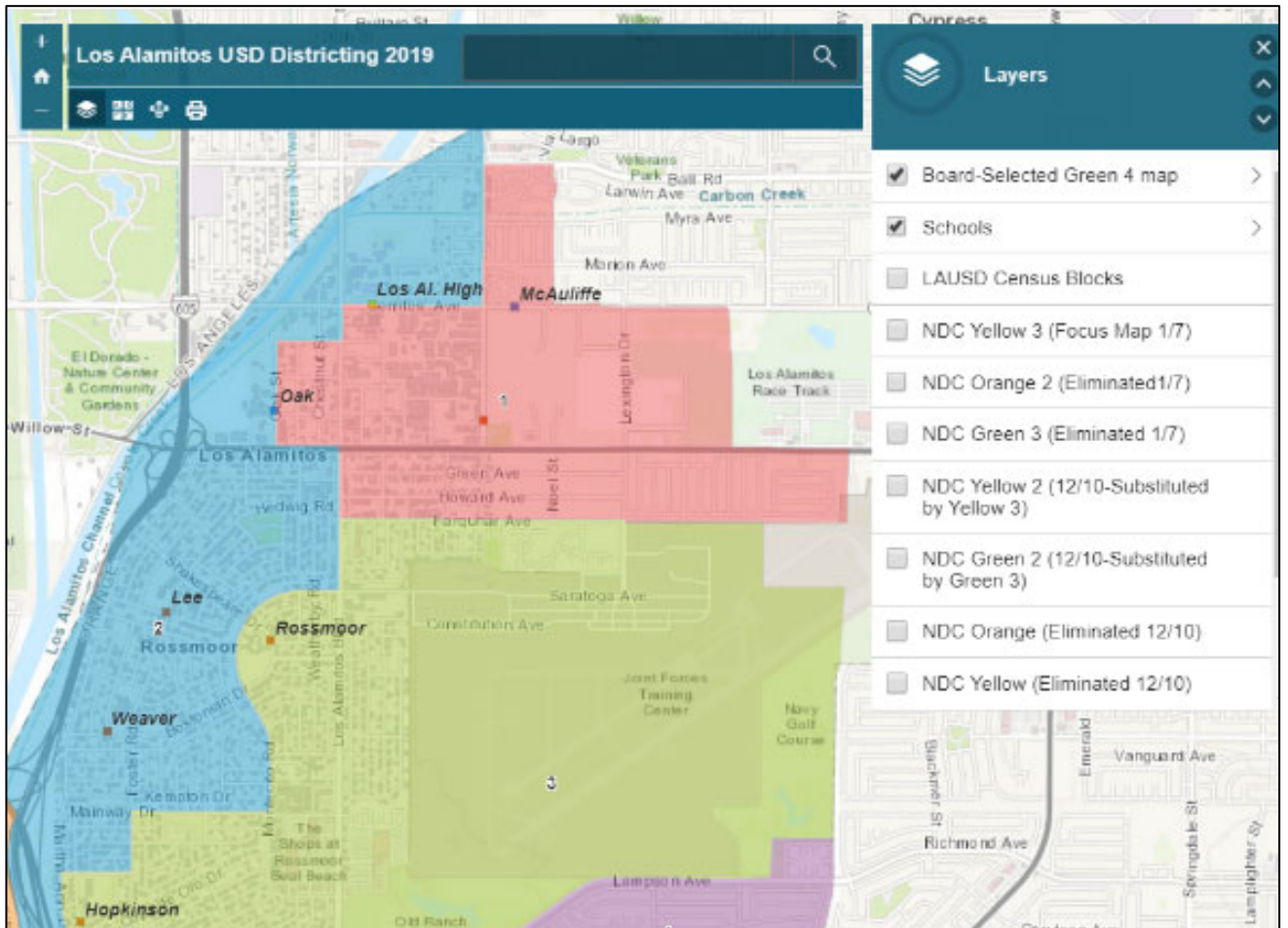


The map displays a city area divided into numerous population units, each labeled with a number representing its total population. The units are grouped into five distinct districts, outlined with dashed lines. The population numbers for these units range from 0 to 1191. Some units are highlighted with red circles, possibly indicating specific areas of interest or current district boundaries. The map also shows major roads and geographical features like water bodies.

National Demographics, October 8, 2018

#2D16 CALIPER

Sample NDC “Interactive Review Map”
 (used to view and evaluate, not to draw, maps)





Districing and Redistricting References

All of NDC's former clients – without exception – can be contacted for references. The following is only a sample of references:

Mr. Graham Mitchell. City Manager. City of El Cajon. 200 Civic Center Way. El Cajon. CA 92020. (619) 441-1716. GMitchell@cityofelcajon.us.

Mr. Jason Stilwell. City Manager. City of Santa Maria. 110 E. Cook Street. Santa Maria. CA 93454-5190. (805) 925-0951 ext. 2200. jstilwell@cityofsantamaria.org.

Mr. Marcus Walton. Communications Director. West Contra Costa Unified. 1108 Bissell Ave., Room 211-215. Richmond, CA 94801. 510-205-3092. mwalton@wccusd.net.

Mr. Jonathan Vasquez. Superintendent. Los Nietos School District. 8324 S. Westman Ave., Whittier, CA 90606. (562) 692-0271 Ext. 3212 jonathan_vasquez@lnsd.net.

Mr. James Atencio. Assistant City Attorney. City of Richmond. 450 Civic Center Plaza. Richmond, CA 94804. 510-620-6509. James_Atencio@ci.richmond.ca.us.

Mr. Darrell Talbert. City Manager. City of Corona. 400 S Vicentia Avenue. Corona. CA 92882-2187. 951.279.3670. Darrell.Talbert@ci.corona.ca.us.

Mr. David Silberman. Deputy County Counsel. San Mateo County. 400 County Center. 6th Floor. Redwood City. CA 94063. 650-363-4749 dsilberman@smcgov.org.



Additional Details of Optional Project Elements

Advisory or Independent Redistricting Commissions

NDC anticipates that many California jurisdictions will create advisory or independent commissions to manage the redistricting process. NDC welcomes the use of such commissions, and our pricing does not change for jurisdictions creating commissions. But the creation, training, operation and reporting of such commissions often leads to more meetings (and a resulting increase in the “per meeting” project expenses) than a traditional redistricting process conducted primarily by the jurisdiction’s elected leadership.

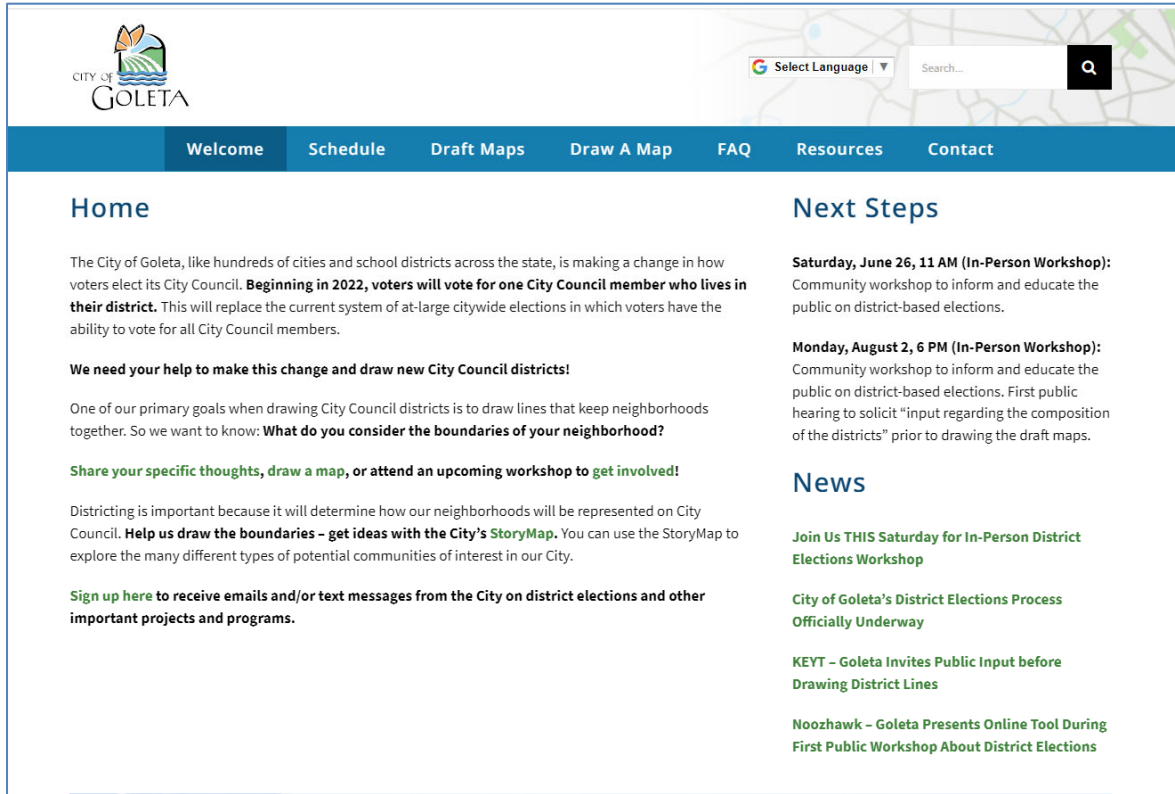
Outreach Assistance

NDC brings topical expertise to your jurisdiction’s outreach efforts, and NDC makes available to all clients our library of sample outreach materials including op-ed articles, postcards, utility bill inserts, flyers, and social media messages. NDC provides all of these materials along with our advice and input on outreach strategy and materials to any interested jurisdiction, but we do not have graphic artists to customize or design such materials in-house.

For larger-scale outreach efforts, especially where jurisdictions wish to send representatives out to regular meetings of existing community organizations, NDC typically works together with a jurisdiction’s in-house communications staff and/or with one or more outreach organizations. We often work with, and highly recommend, Tripepi-Smith, and some information on the services they offer is included at the end of this proposal. And we would be happy to work with any in-house team at the jurisdiction or with any firm or organization the jurisdiction selects. Many projects can be handled by a jurisdiction’s in-house or regular outreach and communications teams (with samples and topic expertise provided by NDC), but a number of jurisdictions seek supplemental outside communications assistance.

Project Website

NDC provides all project materials in website-friendly formats for posting on the jurisdiction’s website. At no cost, NDC will provide project website samples and website language for use on the jurisdiction’s project website. But for jurisdictions that prefer not to take on the challenge of creating and managing a rapidly-changing project website, NDC will create, host, and update project website (below is an image of one such site).



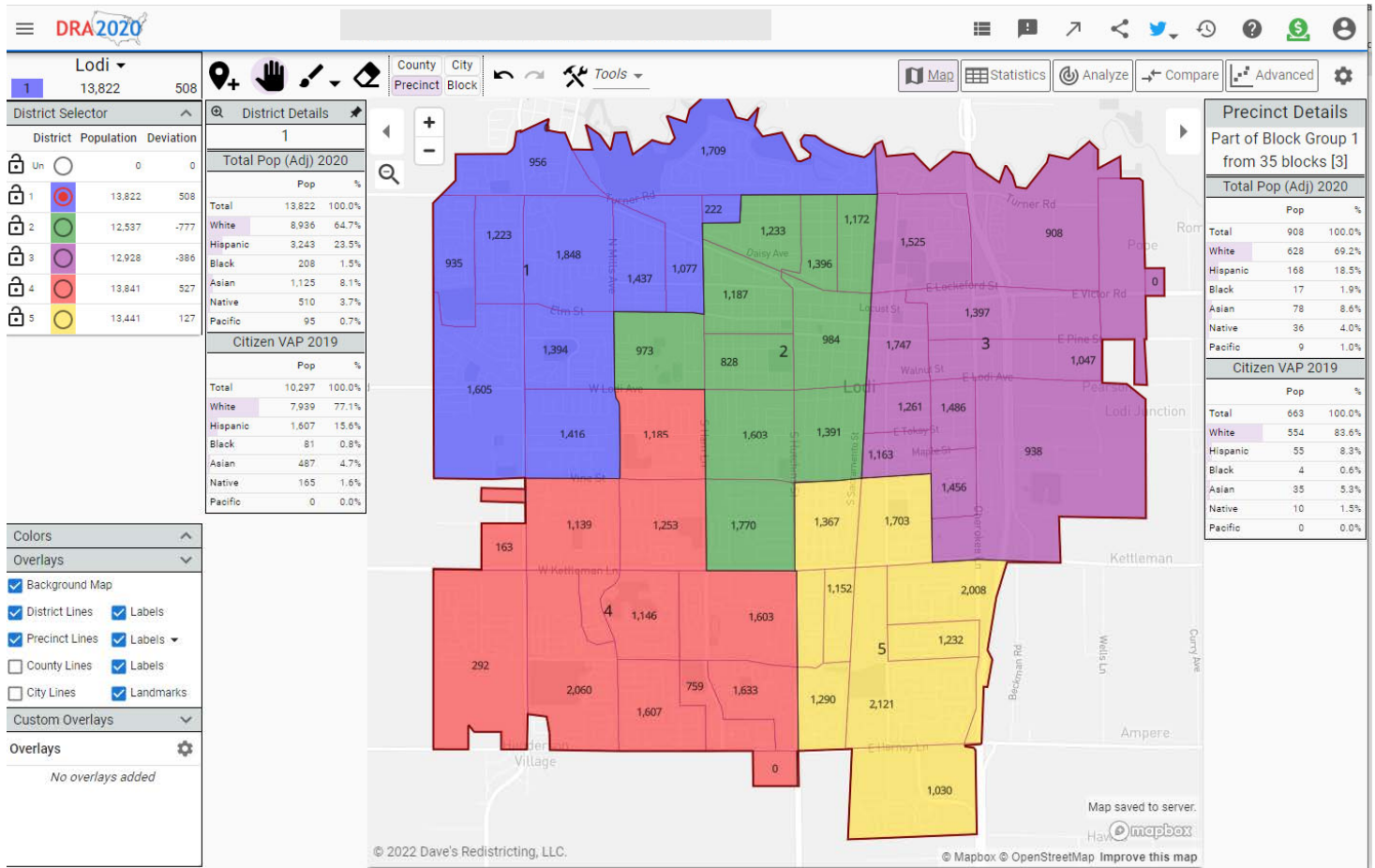
The screenshot shows the City of Goleta website. At the top left is the City of Goleta logo. To the right is a search bar and a language selection dropdown. Below this is a blue navigation bar with links: Welcome, Schedule, Draft Maps, Draw A Map, FAQ, Resources, and Contact. The main content area is divided into two columns. The left column is titled 'Home' and contains text about the 2022 election change, a call to action for help, and information about the StoryMap tool. The right column is titled 'Next Steps' and lists two workshops: one on Saturday, June 26, and another on Monday, August 2. Below this is a 'News' section with several headlines.

Online Mapping Tool for Public / Resident Use

NDC is the unmatched leader in redistricting tools that empower residents to review draft maps and to develop and submit their own map proposals. NDC is the only firm that has used the online mapping solutions from both ESRI and Caliper Corporation in major redistricting projects.

In literally hundreds of local redistricting projects, NDC has successfully trained members of the public, processed public map submissions, and presented the public map proposals to public hearings and commission meetings. NDC's online mapping tool options provide user support, hosting, managing, and processing submitted plans in an online interactive system that allows public to draw and submit proposed maps through a standard web browser. Our current preferred public online mapping tool is DRA (detailed below), however if the client prefers NDC also has extensive experience with a number of other options currently available (though often at significantly higher prices).

DRA Online Mapping Tool



DRA is a simple paintbrush-based tool the public can use to draw and submit proposed draft maps.

Residents simply go to the website link, overlay any of the many demographic shadings they wish to see, and then “paint” the Precincts or Census Blocks that are part of the neighborhood or community of interest they wish to see kept together.

NDC provides both short and in-depth “how to” videos on use of the DRA tool. It is both simple to use for everyone and full of powerful analytic analytics for the “power user” who want them.

Paper-based Public Mapping Tool

While online mapping tools are very popular, NDC never forgets those residents who do not have internet access or who simply prefer to not drawing maps online.

At no cost with every online mapping tool, and as a separate option for jurisdictions that for budget or other reasons do not include an online mapping tool, NDC offers our “Public Participation Kit.”

The Kit is a simple one-page map showing streets, city borders, and population counts for NDC-created “Population Unit” geographic areas. Residents draw the map they wish to propose and add up the population counts by hand until they get the right population count in each district. All of the directions needed are right on the single-page form. Examples of these tools, from our work for the City of Lake Forest, are available here: <https://drawlf.org/draw-a-map/>.

Public Participation Kit

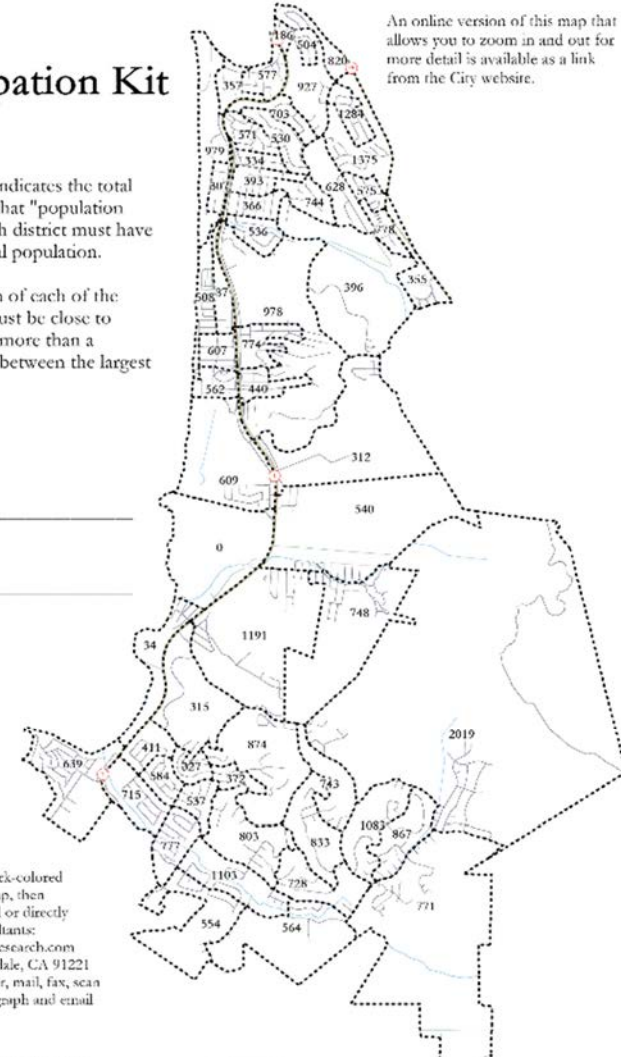
An online version of this map that allows you to zoom in and out for more detail is available as a link from the City website.

Each number indicates the total population of that "population unit" area. Each district must have essentially equal population.

The population of each of the five districts must be close to 7,447, with no more than a 745 difference between the largest and smallest.

Name: _____

Phone or email: _____



Please use a thick dark-colored pen to draw your map, then submit it at City Hall or directly to our project consultants:
 Submission@NDCresearch.com
 PO Box 5271, Glendale, CA 91221
 You can hand-deliver, mail, fax, scan and email, or photograph and email your map.

National Demographics, October 8, 2018 #2016 CAL/PER

Other Potential Project-Related Expenses:

The most common additional project expenses would be any site or staff costs for conducting the community forums and the cost of printing or copying paper copies of the “Public Participation Kit.” In NDC’s experience, most participants will download and print the Kits in their own homes or offices.



Conclusion

Since its founding NDC has been the nation's preeminent company devoted to local election systems. To summarize:

1. NDC has more experience in the field of municipal political election systems than any other company.
2. NDC's experience and expertise has been recognized by our hundreds of clients, the California League of Cities, the California School Board Association, the California Special District Association, and the National Conference of State Legislatures.
3. NDC, founded in 1979, has a demonstrated record of financial solvency.
4. NDC's hardware and software resources were specially designed and acquired for districting and redistricting purposes.
5. NDC's highly respected personnel have impeccable credentials in each aspect of the districting and redistricting processes.
6. NDC's suggested approach has been tested in many jurisdictions.
7. Any NDC client can be contacted for testimonials and reference.
8. NDC has demonstrated experience over many years in working with the press and media on local election system issues.
9. Neither the Justice Department nor any Court has ever rejected any of the hundreds of local government districting or redistricting plan submitted by NDC.

NDC takes pride in tailoring each project to the needs and goals of each individual client. NDC is open to any feedback, concerns, requests, or changes regarding this proposal.

NDC looks forward to the opportunity to work with you on this project.

RESOLUTION NO. 23-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO NATIONAL DEMOGRAPHIC CORPORATION FOR DEMOGRAPHER SERVICES RELATED TO TRANSITIONING TO BY-DISTRICT ELECTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$65,000

WHEREAS, on August 15, 2023, the City Council adopted Resolution No. 23-85, declaring the intention of the City of San Clemente to transition from at large to by-district elections for its City Council; and

WHEREAS, the City requires the services of a professional demographer to assist in the transition to by-district elections; and

WHEREAS, National Demographics Corporation dba National Demographic Corporation (NDC) has extensive background working with Cities throughout California related to transitioning to by-district elections and is qualified to provided the professional demographer services that the City needs; and

WHEREAS, on June 26, 2023, NDC provided the City with a proposal for professional demographer services with fixed prices based on specified task and such prices are fair and reasonable.

NOW, THEREFORE, the City Council of the City of San Clemente does hereby find, determine and resolve as follows:

Section 1. That the above recitals and true and correct and incorporated herein as findings.

Section 2. That the City Manager is authorized and directed to execute a Professional Services Agreement with NDC for an amount not to exceed \$65,000 in a form substantially similar to that presented to City Council on August 15, 2023.

Section 3. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this ____ day of August 15, 2023.

ATTEST:

City Clerk of the City of
San Clemente, California

Mayor of the City of San
Clemente, California

STATE OF CALIFORNIA)
 COUNTY OF ORANGE) §
 CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 23-86 was adopted at a regular meeting of the City Council of the City of San Clemente held on the _____ day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this _____ day of _____, _____.

 CITY CLERK of the City of
 San Clemente, California

Approved as to form:

 Elizabeth A. Mitchell, City Attorney

CITY OF SAN CLEMENTE

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 15th day of August, 2023, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 910 Calle Negocio, San Clemente, California, 92673 ("City") and National Demographics, Inc. dba National Demographics Corporation, a California corporation, with its principal place of business at P.O. Box 5271, Glendale, California 91221 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services related to the City's transition from at-large to by-district elections as required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional demographic consulting services to public clients, is licensed in the State of California, if applicable, is duly organized and existing under the laws of the State of California, is duly registered and authorized to do business in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional demographer consulting services for the transition from at-large to by-district election services project ("Project") as set forth in this Agreement.

3. TERMS.**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 19, 2023 until the Services set forth in Exhibit A are satisfactorily completed, unless earlier terminated as provided herein. Consultant shall complete the Services according to the schedule set forth in Exhibit "B" hereto, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee.

Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Endorsement on PS&E/ Other Data. Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by Consultant, and where appropriate will indicate Consultant's authorized signature and professional registration number.

3.2.4 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.5 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Laura Campagnolo, City Clerk.

3.2.6 City's Representative. The City hereby designates Laura Campagnolo, City Clerk, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.7 Consultant's Representative. Consultant hereby designates Douglas Johnson, or his/her designee, to act as its representative for the performance of this Agreement

("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.8 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.9 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.10 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including reimbursements authorized in advance, for all Services rendered under this Agreement at the fixed rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed fifty five thousand dollars (\$65,000) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. Such approved Extra Work requires City Council authorization.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City in advance and included in Exhibit "D" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "D" may be adjusted each year at the time of renewal as set forth in Exhibit "D."

3.3.6 Labor Code Requirements.

3.3.6.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the

project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6.2 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to Services performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: National Demographics Corporation
P. O. Box 5271
Glendale, CA 91221
ATTN: Douglas Johnson, President

City: City of San Clemente
910 Calle Negocio
San Clemente, CA 92673
ATTN: Laura Campagnolo, City Clerk

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall

indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.5.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ

other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts/Electronic Signatures. This Agreement may be signed in electronically and in counterparts, each of which shall constitute an original for all purposes.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

ATTEST:

By: _____
Andy Hall, City Manager

Dated: _____, 2023

CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:

Elizabeth A. Mitchell, City Attorney

**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Finance Authorization

**National Demographics, Inc. dba National
Demographics Corporation, a California
corporation**

(“CONSULTANT”)

By: 

Douglas Johnson, CEO/Secretary/Treasurer

Dated: August 9, 2023

EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall perform the following Services as requested by the City:

- Districting Project Setup and Coordination:
 - Development of demographic database including Census Bureau and California Statewide Database data of total population, citizen voting age population, voter registration, voter turnout, and socio-economic data on language spoken at home, renters vs homeowners, age, education level, and other factors useful in identifying communities of interest;
 - Incorporation of any Geographic Information System (GIS) data that the jurisdiction wishes to include and provides (often including school locations; school attendance areas; important local landmarks; or local neighborhood boundaries);
 - Initial telephonic discussion with about data, communities of interest, schedule, criteria and special concerns of the jurisdiction;
 - Assist jurisdiction with developing a communications plan for public outreach, including suggestions for webpage content and design, public feedback logistics, and strategies for engaging constituents;
 - Assist jurisdiction with developing a project plan, including a detailed timeline, goals and objectives, and specific deliverables list;
 - Provide progress reports on an as-needed basis as determined by the project manager and meet regularly with project team;
 - Any phone- or web-conference calls to discuss the project's progress or to answer any questions that may arise;
 - Provide education and guidance on required redistricting criteria, and advice on selecting optional redistricting criteria, for staff and elected officials;
- Districting Plan Development:
 - Creation of 2 to 4 initial draft maps;
 - Analysis and preparation for presentation of all whole or partial plans submitted by the public;
 - Conversion of all maps and reports to web-friendly versions;
 - Online posting of all maps to an interactive review website;
 - Create any requested additional and/or revised maps as requested;
- Plan implementation:
 - Provide spatial data in GIS-friendly format of any dataset used or created for this project to staff upon request;
 - Work with the County Registrar of Voters to implement the final adopted plan;
- Project Options (if requested by the City)
 - Number of virtual or in-person meetings (and resulting per-meeting fee);
 - Consultant-prepared and -managed project website;
 - Online mapping tool allowing residents to draw and submit maps; and
 - Paper-based mapping tool allowing residents to draw and submit maps.

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall timely perform the Services to enable the City to meet the following schedule:

Date	Event	Comment
July 10, 2023	Receipt of demand letter	
August 15, 2023 Regular City Council Meeting	City Council adopts Resolution declaring its intention to transition from at-large to by-district elections and holds first public hearing.	Mapping tools will be made available shortly after adoption of the Resolution of Intention.
August 24, 2023	45 Days from July 10, 2023	See Elections Code section 10010.
September 5, 2023 Regular City Council Meeting	Second Public Hearing	Before maps are drafted by demographer. Must occur within 30 days of first public hearing.
September 14, 2023	Deadline for the public to submit any proposed maps.	Draft maps must be posted for at least 7 days before the third public hearing.
September 21, 2023	Posting deadline for all maps (public and consultant).	Draft maps must be posted for at least 7 days before the third public hearing.
October 3, 2023 Regular City Council Meeting	Third Public Hearing	Regarding content of draft maps and sequence of elections.
October 10, 2023	Post any new or amended maps and potential sequence of elections	Draft maps must be posted at least 7 days before fourth public hearing
October 17, 2023 Regular City Council Meeting	Fourth public hearing: Select Map. Council introduces ordinance establishing district elections, including district boundaries and election sequence	Regarding content of draft maps and sequence of elections. Fourth public hearing must be within 45 days of third public hearing. If selected map is amended, there must be time for posting (at least 7 days) and another public hearing to introduce the ordinance before expiration of the 90-day safe harbor period.
October 26, 2023 (Special Meeting)	Optional fifth public hearing	Only necessary if posted map is changed
November 7, 2023, Regular City Council Meeting	2 nd reading of Ordinance and Ordinance adopted	Last regular City Council meeting before 90 days expire

November 13, 2023	90 days after August 15, 2023	See Elections Code section 10010.
November 5, 2024	First election using district-based seats	
November 3, 2026	Second election using district based seats	

EXHIBIT "C"
INSURANCE REQUIREMENTS

3.2.12 Insurance.

3.2.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.12.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; and (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.12.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.12.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.12.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Consultant or others providing

insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.12.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.12.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.12.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.12.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A- VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.12.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.12.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.12.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing

subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier Employers Preferred Insurance Company

Policy Number EIG5048473

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated: August 9, 2023

National Demographics, Inc

("CONSULTANT")

By: Douglas Johnson

President

Title

PO Box 5271

Address

Glendale, CA 91221

EXHIBIT "D"
COMPENSATION

In complete compensation for the Services provide by Consultant under this Agreement, the City shall pay Contractor the following fixed prices for the following tasks as requested by the City. Total payments under this Agreement shall not exceed sixty five thousand dollars (\$65,000.00).

Demographic Profile and Test Map(s)

Analysis, report and one presentation of results	\$ 4,500
Any additional virtual presentation (if requested by jurisdiction).....	\$ 1,500
Any in-person meeting presentation (if requested by jurisdiction).....	\$ 3,000

Polarized Voting Analysis (if necessary)

Per election contest analyzed.....	\$ 1,500
Report and one phone/virtual presentation of results	No additional cost
Any additional virtual presentation (if requested by jurisdiction).....	\$ 1,500
Any in-person meeting presentation (if requested by jurisdiction).....	\$ 3,000

Districting (if necessary)

1. **Districting Project Elements** (Covers everything listed above except for per meeting and optional expenses):..... \$ 22,500

2. Per-Meeting expense:

- In-person attendance, per meeting \$ 3,000
- Virtual (telephonic, Zoom, etc.) attendance, per meeting..... \$ 1,500

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and "communities of interest"; facilitate conversations; answer questions; and gather feedback on existing and proposed boundaries. Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

3. Optional Project Elements:

- a) Project website \$ 5,500
- b) Public mapping tool options:
 - Online and paper system including all elements below \$ 4,000
 - DRA (an easy-to-use online mapping tool, also known as "Dave's Redistricting App")
 - Public Participation Kit paper- and Excel-based mapping tool
- c) Public Participation Kit mapping tool alone \$ 3,000

4. Additional Analysis

If the City requests any other analysis, Consultant will assist with any such demographic analysis or other work that the City requests at Consultant's standard hourly rates as follows:

Principal (Dr. Douglas Johnson)	\$300 per hour
Vice President (Justin Levitt)	\$250 per hour
Senior Consultant	\$200 per hour
Consultant	\$150 per hour
Analyst / Clerical	\$50 per hour

Dr. Johnson is also available for deposition and/or testimony work if requested by the City, at \$350 per hour.

June 20, 2023

Districing Scope of Work

- **Districing Project Setup and coordination:**
 - Development of demographic database including Census Bureau and California Statewide Database data of total population, citizen voting age population, voter registration, voter turnout, and socio-economic data on language spoken at home, renters vs homeowners, age, education level, and other factors useful in identifying communities of interest;
 - Incorporation of any Geographic Information System (GIS) data that the jurisdiction wishes to include and provides (often including school locations; school attendance areas; important local landmarks; or local neighborhood boundaries);
 - Initial telephonic discussion with about data, communities of interest, schedule, criteria and special concerns of the jurisdiction;
 - Assist jurisdiction with developing a communications plan for public outreach, including suggestions for webpage content and design, public feedback logistics, and strategies for engaging constituents;
 - Assist jurisdiction with developing a project plan, including a detailed timeline, goals and objectives, and specific deliverables list;
 - Provide progress reports on an as-needed basis as determined by the project manager and meet regularly with project team;
 - Any phone- or web-conference calls to discuss the project's progress or to answer any questions that may arise;
 - Provide education and guidance on required redistricting criteria, and advice on selecting optional redistricting criteria, for staff and elected officials;
- **Districing Plan Development:**
 - Creation of 2 to 4 initial draft maps;
 - Analysis and preparation for presentation of all whole or partial plans submitted by the public;
 - Conversion of all maps and reports to web-friendly versions;
 - Online posting of all maps to an interactive review website;
 - Create any requested additional and/or revised maps as requested;
- **Plan implementation:**
 - Provide spatial data in GIS-friendly format of any dataset used or created for this project to staff upon request;
 - Work with the County Registrar of Voters to implement the final adopted plan;
- **Project Options**
 - Number of virtual or in-person meetings (and resulting per-meeting fee);
 - Consultant-prepared and -managed project website;
 - Online mapping tool allowing residents to draw and submit maps;
 - Paper-based mapping tool allowing residents to draw and submit maps.



Project Pricing

Demographic Profile and Test Map(s)

Analysis, report and one presentation of results	\$ 4,500
Any additional virtual presentation (if requested by jurisdiction).....	\$ 1,500
Any in-person meeting presentation (if requested by jurisdiction).....	\$ 3,000

Polarized Voting Analysis (if necessary)

Per election contest analyzed.....	\$ 1,500
Report and one phone/virtual presentation of results	No additional cost
Any additional virtual presentation (if requested by jurisdiction).....	\$ 1,500
Any in-person meeting presentation (if requested by jurisdiction).....	\$ 3,000

Districting (if necessary)

1. **Districting Project Elements** (Covers everything listed above except for per-meeting and optional expenses):..... \$ 22,500

2. Per-Meeting expense:

- In-person attendance, per meeting \$ 3,000
- Virtual (telephonic, Zoom, etc.) attendance, per meeting..... \$ 1,500

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and “communities of interest”; facilitate conversations; answer questions; and gather feedback on existing and proposed boundaries. Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

3. Optional Project Elements:

- a) Project website \$ 5,500
- b) Public mapping tool options:
 - Online and paper system including all elements below \$ 4,000
 - DRA (an easy-to-use online mapping tool, also known as "Dave's Redistricting App")
 - Public Participation Kit paper- and Excel-based mapping tool
- c) Public Participation Kit mapping tool alone \$ 3,000



Additional Analysis or Litigation-Related Work

If the City decides to contest a possible CVRA lawsuit, or if there is any other analysis needed, NDC is happy to assist with any such demographic analysis or other work the client requests at our standard hourly rates:

Principal (Dr. Douglas Johnson).....	\$300 per hour
Vice President (Justin Levitt).....	\$250 per hour
Senior Consultant	\$200 per hour
Consultant.....	\$150 per hour
Analyst / Clerical.....	\$50 per hour

Dr. Johnson is also available for deposition and/or testimony work if needed, at \$350 per hour.