



1 Civic Center Circle, Brea, CA 92821-5732

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Finance Committee

Tuesday, July 13, 2021

8:30 a.m.

Executive Conference Room

Brea Civic & Cultural Center

1 Civic Center Circle, Brea, California 92821

MEMBERS: Council Member Christine Marick and Council Member Marty Simonoff
ALTERNATE: Mayor Pro Tem Cecilia Hupp

This meeting is being conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The Finance Committee meeting will be held on July 13, 2021 at 8:30 a.m. and the public is welcome to participate. To provide comments in person, the Executive Conference Room will be open to a limited number of members from the public in observance of social distancing guidelines. To provide comments by teleconference (Zoom), members of the public must contact City Staff at (714) 990-7676 or arlenem@cityofbrea.net no later than 12:00 p.m. on Monday, July 12, 2021 to obtain the Zoom meeting ID number and password. Participants will be muted until recognized at the appropriate time by the Committee. Written comments may be sent to the Administrative Services Department at arlenem@cityofbrea.net no later than 12:00 p.m. on Monday, July 12, 2021. Any comments received via email will be summarized aloud into record at the meeting.

The Finance Committee agenda packet can be viewed on the City of Brea website at:

<https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Hard copies of the agenda packet are available via USPS with proper notice by calling (714) 990-7676. Materials related to an item on the agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection during normal business hours in the Administrative Services Department located on the third floor of the Civic & Cultural Center at 1 Civic Center Circle, Brea, CA 92821. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

CALL TO ORDER / ROLL CALL

1. **Matters from the Audience**

CONSENT

2. **June 8, 2021 Finance Committee Regular Meeting Minutes - Approve.**

Attachments

06-08-2021 Draft Minutes

DISCUSSION

3. **Non-professional Services Agreement with All City Management Services to Provide Crossing Guard Services** - Approve agreement with All City Management Services for crossing guard services in the not-to-exceed amount of \$55,193.00 through July 31, 2022 with four possible one-year extensions.

Attachments

Agreement

4. **Appropriation Request for General Plan Amendment/Zone Change** - Staff recommends that the City Council appropriate \$100,000 from the General Plan Maintenance Fund (Fund 120) for the purpose of conducting General Plan amendments/zone changes as it pertains to the adoption of the 6th Cycle General Plan Housing Element (2021-2029).

5. **Purchase of Panasonic CF-33 Toughbook Tablets for Police Department** - Approve the purchase of ten Panasonic CF-33 ToughBook tablets from CDCE, Inc. for \$45,217.50.

Attachments

Quote from CDCE

Decision Package

6. **Award of Contract for Electoral Districting Services** - Approve the Professional Services Agreement with National Demographics Corporation for Electoral Districting Services in the amount not-to-exceed \$48,500 plus up to a 10% contingency; and Authorize the City Manager to execute the Agreement and issue any amendments for required changes within the above not-to-exceed total.

Attachments

Attachment 1 - NDC Proposal

Attachment 2 - Professional Services Agreement

7. **Annual Vehicle and Equipment Purchase Plan for Fiscal Year 2021-22** - Authorize Purchasing Agent to issue purchase orders in an amount not-to-exceed \$532,000 for various City vehicles and equipment described in the Annual Vehicle Replacement Plan for Fiscal Year 2021-22.

Attachments

2021-2022 Vehicle and Equipment List

8. **Approval of Fiscal Year 2021-22 Property Tax Rate to Fund the City's Paramedic Program** - Approve resolution.

Attachments

FY 2021-22 Paramedic Resolution

9. **Meeting with Eide Bailly LLP Pursuant to Statement on Auditing Standards (SAS) No. 114 Regarding the Fiscal Year 2020-21 Annual Audit** - Receive and file.

Attachments

Planning Letter

Engagement Letter

10. Schedule Next Meeting: Tuesday, July 27, 2021

cc: Mayor Steven Vargas and Council Member Glenn Parker

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 07/13/2021
SUBJECT: June 8, 2021 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Alicia Brenner, Senior Fiscal Analyst
Concurrence: Cindy Russell, Administrative Services Director

Attachments

06-08-2021 Draft Minutes



DRAFT FINANCE COMMITTEE MINUTES

Tuesday, June 8, 2021

8:30 AM

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

CALL TO ORDER / ROLL CALL

ATTENDEES: Council Member Christine Marick, Council Member Marty Simonoff, Chris Emeterio, Tony Olmos, Cindy Russell, Rudy Correa, Michael Ho, Gabe Linares, Faith Madrazo, Sean Matlock, Alicia Brenner and Marie Dao

1. **Matters from the Audience** – *None.*

CONSENT

2. **May 25, 2021 Finance Committee Regular Meeting Minutes** – *Received and filed.*

DISCUSSION

3. **Software Service Agreement with iNet, Inc (dba iParq) for an Online Parking Permit System** – *Recommended for City Council approval.*
4. **Amendment No. 2 to Professional Services Agreement with Keyser Marston Associates, Inc.** – *Committee discussed item and directed staff to bring item to the June 15, 2021 City Council Study Session for further discussion.*
5. **Renewed Measure M (M2) Eligibility Submittal Package for FY 2021-22** – *Recommended for City Council approval.*
6. **Purchase of New Schwarze CNG Model A7 Tornado Street Sweeper** – *Recommended for City Council approval.*
7. **Schedule Next Meeting:** Tuesday, June 29, 2021

Meeting adjourned: 8:40 AM

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 07/13/2021

SUBJECT: Non-Professional Services Agreement with All City Management Services to Provide Crossing Guard Services

RECOMMENDATION

Approve agreement with All City Management Services for crossing guard services in the not-to-exceed amount of \$55,193.00 through July 31, 2022 with four possible one-year extensions.

BACKGROUND/DISCUSSION

From September 1998 to July 2021, the City of Brea contracted with All City Management Services, Inc. (All City) to provide crossing guard services at various school crossing locations throughout the City. All City was required to recruit, train, and manage employees, which included background checks, drug screenings, providing equipment and furnishing regular reports to the Brea Police Department. The contract provided for up to 3,150 hours of crossing guard services each year, and the City paid only for hours used.

Throughout the life of the agreement, the service hours had grown from 1,710 to 3,150 per year, and the cost from \$17,793 to \$67,189.50 (\$21.33 per hour) due to the increase in hours and increases in wages. Because of these significant increases, and after reviewing the existing contract's service requirements, at the time of contract renewal in 2020, the Police Department determined it prudent to solicit additional qualified vendors through a request for proposals (RFP) process. Due to the impact of COVID-19 on school operations for the 2020-21 school year, it was determined that a postponement was necessary and a term date of July 31, 2021 was negotiated with All City so that the RFP process could be completed prior to the start of the 2021-2022 school year.

On June 10, 2021, staff issued an RFP for crossing guard services. The City received three proposals from the following firms:

1. All City Management Services
2. American Guard Services
3. Cross Safe

The proposals were reviewed and rated based on the firms' relevant qualifications, responsiveness and thoroughness of their proposal, training programs, implementation plan, experience of key personnel, experience working with other public agencies, references, and proposed pricing. All City Management Services submitted the most responsive, comprehensive and cost-effective proposal and was determined to be the most qualified

based on the above criteria.

SUMMARY/FISCAL IMPACT

The proposed not-to-exceed cost for crossing guard services is \$55,193.00 for the 2021-22 school year, which represents a decrease to All City's 2020-21 school year rate (\$67,189.50) of approximately 19.6%. There are four possible one-year extensions, with the following proposed annual costs:

- 2022-23, \$57,983.00
- 2023-24, \$61,763.00
- 2024-25, \$61,763.00
- 2025-26, \$66,353.00

The Fiscal Year 2021-22 budget has sufficient funding available in the Police Department's Traffic account (110-21-2132-4249) for crossing guard services.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Jamie McDonald

Concurrence: Dave Dickinson, Police Captain

Attachments

Agreement

**Contract No. 2021.06.10.001
for Crossing Guard Services**

This Non-Professional Services Agreement ("Agreement") is dated **August 1, 2021** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **All City Management Services, Inc.**, a S-Corporation ("Service Provider").

RECITALS

A. City desires to retain Service Provider as an independent contractor to provide the following professional services: **Crossing Guard Services**.

B. Service Provider represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Service Provider shall perform the services referenced in the Recitals and more specifically described in the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City's satisfaction (collectively, "Services").

2. Compensation.

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule set forth in the attached Attachment 1 to Exhibit A.

B. In no event shall the total amount paid for the Services exceed the all-inclusive sum of **\$55,193.00** ("Contract Amount"). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Service Provider in performing the Services. Service Provider shall be deemed to have made all inquiries and site inspections deemed necessary by Service Provider prior to execution of this Agreement.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Service Provider's invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Service Provider shall invoice City on a monthly basis.

3. Contingency Work.

This Agreement does not include any contingency or additional work. Any additional work performed by Contractor without a written amendment or approval of the City shall be deemed to be work included within the Services.

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4. Term.

The term of this Agreement shall commence on **August 1, 2021** ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire on **July 31, 2022** or upon satisfactory completion of the Services, whichever occurs first.

In the sole discretion of the **City Manager or designee**, City may extend the term of this Agreement for **four** additional one-year terms by giving written notice to Contractor within **60** days prior to the then-scheduled expiration date. If City and Service Provider agree in writing within **60** days prior to the last renewal term date

5. Time of Performance.

A. Service Provider shall complete the Services within the term of this Agreement, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing. Service Provider shall commence performance within two business days of receiving City's written notice to proceed.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term "force majeure event" means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Service Provider's lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

6. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Contractor and made available for review by City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by City.

7. Standard of Care.

Contractor's Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Contractor shall maintain all licenses and certifications required to lawfully perform the Services.

8. Compliance with Law.

A. Service Provider shall comply with all applicable laws including Cal/OSHA requirements.

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B. Service Provider shall obtain a City of Brea business license.

C. Service Provider shall comply with all applicable provisions included in the attached Special Provisions Section.

9. Assignment and Subcontracting.

A. Service Provider shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Service Provider's utilization of subcontractors identified in Service Provider's proposal for the Services.

B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Service Provider. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

10. Independent Contractor.

A. Service Provider is retained as an independent contractor and is not an employee of City. No employee or agent of Service Provider is or shall become an employee of City.

B. Service Provider will determine the means, methods, and details by which Service Provider's personnel will perform the Services. Service Provider shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. Service Provider's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Service Provider's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Service Provider shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Service Provider's personnel require to perform the Services. Service Provider shall perform the Services off of City premises at locations of Service Provider's choice, except as otherwise may from time to time be necessary in order for Service Provider's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Service Provider from time to time for Service Provider's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Service Provider shall be responsible for and pay all wages, salaries, benefits and other amounts due to Service Provider's personnel in connection with the Services. Service Provider shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Service

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Provider and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Service Provider agrees that, in providing its employees and any other personnel to City to perform the Services, Service Provider shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Service Provider shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

12. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Service Provider shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Service Provider shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

i. Service Provider shall take out and maintain, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

- a. Bodily Injury and Property Damage
- b. Personal Injury/Advertising Injury
- c. Premises/Operations Liability
- d. Products/Completed Operations Liability

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- e. Aggregate Limits that Apply per Project
- f. Contractual Liability with respect to this Agreement
- g. Broad Form Property Damage
- h. Independent Contractors Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

v. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

B. Automobile Liability

i. Service Provider shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

iii. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds.

iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

C. Workers' Compensation/Employer's Liability

Workers' Compensation and Employer's Liability Insurance is required for this Agreement as follows: i. Contractor certifies that Contractor is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement. ii. Contractor shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Contractor shall require all subcontractors to

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obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Professional Liability or Errors and Omissions is not required for this Agreement.

E. Cyber Liability

Cyber Liability Insurance is not required for this Agreement.

F. Minimum Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following insurance limits are required for this Agreement:

a. Commercial General Liability

**Commercial General Liability - \$2,000,000 per occurrence/
\$4,000,000 aggregate for bodily injury, personal injury, and
property damage**

b. Automobile Liability

Automobile Liability is not required for this Agreement

c. Workers' Compensation and Employer's Liability

In the amount required by California law.

Employer's Liability - \$1,000,000 per occurrence

d. Professional Liability

**Professional Liability or Errors and Omissions is not required
for this Agreement.**

e. Cyber Liability

Cyber Liability Insurance is not required for this Agreement.

iii. Defense costs shall be payable in addition to the limits.

iv. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage

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normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Service Provider shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

i. Service Provider shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Service Provider shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Service Provider shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Service Provider's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.

iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Service Provider or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Service Provider from liability in excess of such coverage, nor shall it limit Service Provider's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

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I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Service Provider, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Service Provider pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, 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 Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Service Provider to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

v. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Service Provider; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Service Provider under this Agreement.

J. Subcontractor Insurance Requirements

Service Provider shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Service Provider, City may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

A. To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data in any manner and to the extent arising out of, pertaining to, or incidental to any act, error, omission, or willful misconduct

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of Contractor , its owners, officials, officers, employees, servants, subcontractors, contractors or agents(and/or any entity or individual for whom Contractor shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by City or any of the other Indemnitees. Contractor shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

14. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Service Provider must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

15. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving **30** days' written notice to Service Provider. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Service Provider is not then in breach, City shall pay Service Provider for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Service Provider shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Service Provider may terminate this Agreement only for cause and by serving written notice of termination to City, provided Service Provider has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

16. Ownership of Work Product.

Ownership of Work Product requirement is not required for this Agreement.

17. Data Security.

Data Security requirement is not required for this Agreement.

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for Crossing Guard Services**

18. Party Representatives.

A. Service Provider hereby designates **Stephanie Suh**, or such person's designee, as Service Provider's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

B. City hereby designates **Adam Hawley** or such person's designee, as the City Representative for this Agreement.

C. The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

19. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City

**City of Brea
1 Civic Center Circle
Brea, CA 92821**

Service Provider

**All City Management Services, Inc.
10440 Pioneer Blvd., Suite 5
Sant Fe Springs, CA 90670**

Jamie McDonald

**JamieM@CityofBrea.net
714.990.7749**

Stephanie Suh

**Stephanie@thecrossingguardcompany.com
714.471.8612**

20. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Service Provider.

21. Conflicts of Interest.

A. Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Service Provider certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Service Provider further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would

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for Crossing Guard Services**

conflict in any manner or degree with the performance of the Services shall be employed. Service Provider has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by Service Provider in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Service Provider maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement. Further, Service Provider 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 Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Service Provider further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, 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.

22. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

23. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

24. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

25. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

26. City's Right to Employ Other Contractors.

City reserves its right to employ other Contractors to provide the Services or similar services.

27. Exhibits.

The attached **Exhibit A** is incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit, the provisions of this Agreement shall govern. In the event of any conflict or inconsistency between the provisions of this Scope of Services and Specifications Requirements and the Service Provider's Proposal set forth in the attached **Attachment 1 to Exhibit A**, the provisions of the Scope of Services and Specifications Requirements shall govern.

**Contract No. 2021.06.10.001
for Crossing Guard Services**

28. Entire Agreement.

This Agreement (including the attached Exhibits) represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**Contract No. 2021.06.10.001
for Crossing Guard Services**

TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

All City Management Services, Inc.

By: _____
Baron Farwell
General Manager / Owner
baron@thecrossingguardcompany.com

By: _____
Demetra Farwell
Corporate Secretary
Demetra@thecrossingguargcompany.com

Date Signed: _____
CORPs: Chairperson, President, Vice
President;
LLCs: Manager

Date Signed: _____
CORPs: Secretary, Asst. Secretary, Chief
Finance Officer, Asst. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Attest (if over \$25,000)

By: _____
Bill Gallardo
City Manager

By: _____
Harris-Neal, Lillian
City Clerk
lillianhn@ci.brea.ca.us

Date Signed: _____

Date Signed: _____

**Contract No. 2021.06.10.001
for Crossing Guard Services**

SPECIAL PROVISIONS

Service Provider must meet or better all applicable promulgated California Manual on Uniform Traffic Control Devices per Part 7 Traffic Control for School Areas.

**Contract No. 2021.06.10.001
for Crossing Guard Services**

**EXHIBIT A
Scope of Services and Specifications Requirements**

1. Scope of Services

A. Provide one supervisor and five crossing guards at the locations and at the times listed below.

B. Ensure that all crossing guards and supervisor are qualified, fully trained, and equipped.

Location/Intersection	From	To	Hrs/Day
Arovista Elementary School 900 Eadington Dr. Arovista Ave. and Eadington Dr.	7:30 AM 1:55 PM	8:15 AM 2:40 PM	0.75 0.75
Country Hills Elementary School 150 N Associated Rd. N. Associated Rd. and Sleepy Hollow Ln.	8:00 AM 2:25 PM	8:45 AM 3:10 PM	0.75 0.75
Falcon Academy of Science & Technology 650 N Apricot Ave. Cliffwood Ave. and St. College Blvd.	8:10 AM 2:40 PM	8:55 AM 3:25 PM	0.75 0.75
Laurel Elementary School 200 S Flower Ave. Birch St. and Flower Ave.	7:30 AM 1:55 PM	8:15 AM 2:40 PM	0.75 0.75
Laurel Elementary School 200 S Flower Ave. Brea Blvd. and Imperial Hwy.	7:15 AM 1:55 PM	8:00 AM 2:40 PM	0.75 0.75

C. Have an adequate number of reserve personnel to ensure all designated locations are covered in the event regular personnel are absent.

D. Provide the City with a monthly schedule, in advance, of the locations to be serviced, the personnel deployed at those locations, and the start and end times of each shift at each location.

E. Accommodate changes in crossing guard locations per the needs of the City. Provide crossing guard(s) for any new location(s) within 4 weeks of the City's request. Remove crossing guard(s) for any deleted location(s) within 2 weeks of the City's notification.

F. Provide supervisors to ensure that all posts are covered, crossing guards are in proper attire, have the necessary equipment to perform their jobs, and are complying with all safety procedures. Such inspections must be conducted at the time of new assignments and at least once a month for established assignments.

2. Qualifications, Training, and Equipment

A. Ensure that all crossing guard personnel are qualified, trained, and equipped in accordance with Chapters 7D.03 Qualifications of Adult Crossing Guards, 7D.04 Uniform of Adult Crossing Guards and 7D.05 Operating Procedures for Adult Crossing Guards, of the California Manual on Uniform Traffic Control Devices (CAMUTCD).

**Contract No. 2021.06.10.001
for Crossing Guard Services**

B. Ensure that all crossing guard personnel are trained and certified in delivery of first aid and CPR. Maintain copies of such certifications for each crossing guard and provide copies of such certifications as requested by City.

C. Do not permit crossing guard personnel to perform services for the City if they have ever been convicted of any sex, weapons, or violent crime(s) including but not limited to homicide or attempted homicide, rape, child abuse or molestation, extortion, terrorism or terrorist threats, kidnapping, human trafficking, pimping or pandering, assault, battery, and/or any felony involving harm or a threat to harm another person or person(s).

D. Do not permit crossing guard personnel to perform services for the City if they are a registered narcotics offender (H&SC s11590) or a registered sex offender (Penal Code s290).

E. Provide a qualified and fully trained program manager/supervisor to:

i. Coordinate crossing guard services with the City Representative.

ii. Ensure that crossing guard personnel are properly trained, guard activities are taking place at the required locations and agreed upon times, and that guards are complying with all proper safety procedures.

iii. Conduct an orientation meeting of a minimum of two (2) hours for all newly hired school crossing guards prior to post assignments. Coordinate such meetings with the City Representative so that City may have a traffic officer or authorized designee present to assist in the training to comply with laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.

F. Ensure that all school crossing guards present a professional appearance, are neat, clean, well-groomed, courteous, properly uniformed, conduct themselves in a respectable manner. Employees found not meeting this standard must be replaced by the next shift and may not return to work under this agreement until such time as these standards can be met.

G. Provide updated training materials to all crossing guards and to the City Representative.

3. Employee Screening

A. Implement a pre-employment screening program at the firm's expense that shall, at minimum, include:

i. Perform employment reference check(s).

ii. Obtain criminal background check/fingerprint submission to the California Department of Justice and the Federal Bureau of Investigation through the Department of Justice Live Scan system, dated within the twelve months preceding appointment. Live Scans for all personnel must provide subsequent arrest alerts to the firm, or, fingerprints are to be submitted on an annual basis.

iii. Social security verification.

**Contract No. 2021.06.10.001
for Crossing Guard Services**

- B. Conduct additional periodic screenings as required by law.

4. Employee Provisions

- A. Provide all crossing guard personnel with the following at the firm's expense:
 - i. Identification badges.
 - ii. Standardized uniforms, to be approved by the City.
 - iii. Safety-reflectorized vests.
 - iv. Handheld stop signs.
 - v. Lanyard whistle.
 - vi. Proper inclement weather apparel and gear, including a rain jacket, umbrella, and rain boots.
 - vii. A notebook and pen in the event that any traffic or safety incident must be documented.

5. Meetings

- A. Meet with City Representative and school officials on an as-needed for evaluation and comments, and City staff to assess and discuss existing problems that may have occurred.
- B. Make required changes to address and solve any issues.

6. Reports

- A. Provide monthly written reports of crossing guard services activities including: new employees, removed employees, training, inspections, hours worked, splits paid with the invoice to City Representative.
- B. Investigate any and all public complaints concerning crossing guard services. Submit a copy of all complaint reports to the City Representative within 24 hours to advise the status of remedy/resolution of said complaint.
- C. Provide a master crossing guard list of all school crossing guards and their assigned posts, back-up school crossing guards, and supervisors. Provide this report at commencement of each school year and updated periodically as changes occur. Submit this report by email to the City Representative.
- D. Provide as-need additional reports and records for audit purposes up to 3 years after end of agreement.

End of this Exhibit

**Contract No. 2021.06.10.001
for Crossing Guard Services**

**ATTACHMENT 1 TO EXHIBIT A
Service Provider's Proposal and Fee Schedule**

(attached)

**RFP No. 2021.06.10.001
for Crossing Guard Services**

Price Form

All City Management Services, Inc.

(Offeror's Company Name)

Enter your fully-loaded rates to provide the Services as required in the Scope of Services requirements. Include applicable minimum wage rates and applicable split shift premiums.

Year	Qty*	Description	Rate	Total
1	2250	Crossing Guard Services	\$24.53	\$55,193
2	2250	Crossing Guard Services	\$25.77	\$57,983
3	2250	Crossing Guard Services	\$27.45	\$61,763
4	2250	Crossing Guard Services	\$27.45	\$61,763
5	2250	Crossing Guard Services	\$29.49	\$66,353
All	Total (all years)			\$303,055

*Qty = Number of hours are based on 1.50 hours of service hours and 1.00 hour for split shift premiums multiplied by five days per week and five locations over an estimated 180 school days per year. Only the actual number of hours worked and the actual split shift premiums paid are eligible for billing. Evidence of hours worked and split shift premiums paid must be submitted with each invoice.

Schedule for California Minimum Wage Rate Table**

<https://dir.ca.gov/DIRNews/2020/2020-110.html>

Date	Minimum Wage for Employers with 25 Employees or Less	Minimum Wage for Employers with 26 Employees or More
January 1, 2021	\$13.00/hour	\$14.00/hour
January 1, 2022	\$14.00/hour	\$15.00/hour
January 1, 2023	\$15.00/hour	\$15.00/hour
January 1, 2024	TBD***	TBD***
January 1, 2025	TBD***	TBD***
January 1, 2026	TBD***	TBD***

** If the State of California changes the minimum wages in 2024 through 2026, then only those employees who are being paid less than the then enacted minimum wage will be eligible for the mandated increase. In such cases, City will apply the difference to the rate being charged to the City.

*** TBD = to be determined

Guard Wages

2021/2022 School Year	\$14.00 through December 31, 2021; \$15.00 effective January 1, 2022
2022/2023 School Year	\$15.00
2023/2024 School Year	\$16.00 *
2024/2025 School Year	\$16.00*
2025/2026 School Year	\$17.00*

*As we are unable to forecast any minimum wage increase and job market conditions for years 2024-2026, we have included wage increases for guards in 2024 and 2026.

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 07/13/2021
SUBJECT: Appropriation Request for General Plan Amendment/Zone Change

RECOMMENDATION

Staff recommends that the City Council appropriate \$100,000 from the General Plan Maintenance Fund (Fund 120) for the purpose of conducting General Plan amendments/zone changes as it pertains to the adoption of the 6th Cycle General Plan Housing Element (2021-2029).

BACKGROUND/DISCUSSION

It is anticipated that the City of Brea will adopt and submit the 6th Cycle General Plan Housing Element (2021-2029) to the California Department of Housing and Community Development (HCD) by the October 15, 2021 deadline. The adoption would result in a requirement for the City to initiate General Plan amendments/Zone changes to accommodate the Regional Housing Needs Assessment (RHNA) as it relates to the opportunity sites identified in the Housing Element. The RHNA is mandated by State Housing Law and quantifies the need for housing within each jurisdiction during specified planning periods.

These General Plan amendments/Zone changes would require an analysis under the California Environmental Quality Act (CEQA). An Environmental consultant would be required to conduct these analyses. The City is undergoing a Request for Qualifications (RFQ) and a consultant has not yet been selected. Once this process is complete, staff will return to the City Council with an agreement for approval.

It is anticipated that staff time will be used to initiate the process and conduct site analyses. The appropriation request will be used to cover both consultant time and staff time needed for these analyses.

SUMMARY/FISCAL IMPACT

There is no fiscal impact to the General Fund. This appropriation request impacts the General Plan Maintenance Fund (Fund 120), which currently has a balance of \$1.5 million. If approved, this item will be included in the next quarterly budget adjustment.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Jason Killebrew, City Planner

Concurrence: Tracy Steinkruger, Community Development Director

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 07/13/2021

SUBJECT: Purchase of Panasonic CF-33 Toughbook Tablets for Police Department

RECOMMENDATION

Approve the purchase of ten Panasonic CF-33 ToughBook tablets from CDCE, Inc. for \$45,217.50.

BACKGROUND/DISCUSSION

The Police Department issues and uses Panasonic CF-33 (ToughBook) tablets for field operations. In preparation for the FY 2021-22 budget, the Police Department submitted a Decision Package to purchase ten new ToughBooks. The Decision Package was approved as part of budget adoption.

The Police Department purchased its current ToughBooks from CDCE in Yorba Linda. CDCE provided a quote for the purchase of the ten new tablets (attached). Including tax and freight, each tablet will cost \$4,521.75; ten tablets will cost \$45,217.50.

CDCE's quote conforms to a NAPSO Valuepoint California Contract Master Agreement, so this purchase is exempt from normal bidding process and policies. Purchasing Code 3.24 allows the City to make purchases based on other contracts. The NASPO cooperative agreement was competitively bid on a national level, which offers the City better pricing based on higher bid volumes than the City could realize on its own.

SUMMARY/FISCAL IMPACT

During budget preparations, the Revenue & Budget Division allocated \$44,306 for this purchase in account 231-21-2141-4639.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Chris Harvey, Lieutenant

Concurrence: Adam Hawley, Police Chief

Attachments

Quote from CDCE

Decision Package

CDCE Inc.
22641 Old Canal Road
Yorba Linda, CA 92887



Sales Quote

Telephone: 714-282-8881

Sales Quote No.	117378
Customer No.	CIBREA

Bill To	Ship To
City of Brea Attn: AP Vendor# 19356 1 Civic Center Circle Brea, CA 92821-5732	City of Brea - Level P2 Receiving PO# 1 Civic Center Circle Brea, CA 92821-5732
Contact: Cliff Flaughner Telephone: 714-671-4490 Email: accountspayable@ci.brea.ca.us	Contact: Cliff Flaughner Telephone: 714-671-4490 Email: cliff@ci.brea.ca.us

Quote Date		Ship Via	F.O.B.	Customer PO Number	
06/30/21		Drop Ship	Destination		
Entered By		Salesperson		Order By	Payment Method
Tim Hunt		THUNT		Cliff Flaughner	Net 30
Line Item	Order Qty	Part #	Description	Unit Price	Extended Price
1	10	33-LE-08VM	Public Sector Specific - Elite 1, Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, 512GB SSD, Intel WiFi a/b/g/n/ac, TPM 2.0, Bluetooth, Dual Pass (Upper:WWAN/Lower:WWAN-GPS), 4G LTE Multi Carrier (EM7455), Infrared Webcam, 8MP Cam, Contactless SmartCard, 2D Bar Laser (N6603), Toughbook Preferred, 3 Year ProService Premier Deployment Service, TabletPC ProPlus Warranty, 512 SSD no return service, and Custom BIOS	3,295.00	32,950.00
2	10	FEE-100001	Recycle Fee for Monitors 4"-15"	4.00	40.00
3	10	NA-210048	Premium Keyboard for CF-33, Emissive Red Backlit (4 levels). Handle/kickstand - display can be opened to any angle. Compatible with Tablet, 33 Laptop Vehicle Dock, and 33 Desktop Dock. Ethernet, SDXC (full-size), HDMI, VGA, USB 2.0, USB 3.0 (2), Serial (USB)	535.00	5,350.00
4	10	WR-104009	PANASONIC : 4th year Public Safety Service Bundle Add on (Year 4 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management,.	297.00	2,970.00
5	10	NA-720065	Rotating Hand Strap for CF-33 Not compatible with CF-33 Vehicle Tablet Dock when using CF-33 with both Long Life Battery and Rotating Hand Strap. Includes stylus pen holder and kickstand.	70.00	700.00
This Quote and the items listed conforms to the NASPO Valuepoint California Contract Master Agreement: MNWNC-124, California Participating Addendum 7-15-70-34-023 Expiration Date: 07/31/2021. Due to worldwide shortages in microprocessors, Estimated Delivery Date: 20 weeks ARO. Panasonic Warranty Contact:					

Print Date	06/30/21
Print Time	08:41:11 AM

SubTotal	42,010.00
Freight	185.00
7.750% Sales Tax	3,022.50
Order Total	45,217.50

CDCE Inc.
22641 Old Canal Road
Yorba Linda, CA 92887



Sales Quote

Telephone: 714-282-8881

Sales Quote No.	117378
Customer No.	CIBREA

Bill To	Ship To
City of Brea Attn: AP Vendor# 19356 1 Civic Center Circle Brea, CA 92821-5732	City of Brea - Level P2 Receiving PO# 1 Civic Center Circle Brea, CA 92821-5732

Contact: Cliff Flaughner
Telephone: 714-671-4490
Email: accountspayable@ci.brea.ca.us

Contact: Cliff Flaughner
Telephone: 714-671-4490
Email: cliff@ci.brea.ca.us

Quote Date		Ship Via	F.O.B.	Customer PO Number		
06/30/21		Drop Ship	Destination			
Entered By		Salesperson		Order By	Payment Method	
Tim Hunt		THUNT		Cliff Flaughner	Net 30	
Line Item	Order Qty	Part # Description			Unit Price	Extended Price
		Cliff Flaughner cliff@ci.brea.ca.us 714-671-4490				

Print Date	06/30/21
Print Time	08:41:11 AM

SubTotal	42,010.00
Freight	185.00
7.750% Sales Tax	3,022.50
Order Total	45,217.50

FY 2021-22 DECISION PACKAGE

Department: Police Services
Division: Uniform/Patrol
Request: Purchase of Ten Toughbook Tablets

The Police Department issues Panasonic Toughbook tablets to each Officer, Detective, Detective Supervisor, and Police Services Officer. The tablets replaced permanently installed Mobile Data Computers (MDCs) inside patrol cars and have replaced personal computers in report writing areas. The Police Department purchased and issued these tablets in FY 2019-20. Tablets allow access to City networks like any other City-owned PC, but also gives access to Police Department systems. The tablets are able to be removed from the police cars, allowing them to be used in field situations. Police officers can also use the tablets in place of digital cameras.

At the time of the original purchase, in order to save money, the department chose to have the patrol supervisors share three tablets that were assigned to the three supervisor cars. The department also chose to purchase only two spare tablets. Because of overlapping shifts, there have been a number of occasions where supervisors have had to drive a regular patrol car (rather than a supervisor car) and because they were not issued a tablet, had to operate without a computer. In the current technological age, not having access to a computer hampers the supervisor's effectiveness. Being used in field settings, the tablets occasionally encounter issues that require repair. When this occurs overnight or on a weekend, the affected officer is issued a spare tablet. Having only two spare tablets, the spares are almost perpetually being used by an officer with a computer that is out for repair.

The department proposes purchasing ten (10) additional tablets at a cost of \$4,430.63 per tablet (including taxes and four-year warranty). The ten tablets will be dispersed as follows:

- There are currently eight patrol supervisors – three lieutenants and five sergeants. Five of the tablets will be used (in combination with the three pre-existing supervisor tablets) to issue a tablet to each supervisor – rather than having them assigned to the supervisor cars;
- One tablet will be issued to the Professional Standards Lieutenant;
- One tablet will be issued to the Detective Lieutenant (a position is anticipated to be created and staffed early in FY 2021-22);
- One tablet will be issued and shared between the two Jailers. Jailers work at night, transporting prisoners and doing parking enforcement and use vehicles that have computer docks, but no computers; and
- Two tablets will be added to the supply of spare tablets.

The department received a bid from CDCE Inc. who is the same vendor that provided the original supply of tablets. The proposed additional tablets will be configured and outfitted identically to the tablets purchased in FY 2019-20. The department also consulted with the Information Technology Division on this purchase and they advised that they would be able to maintain these computers without any additional staff or funding needs.

This request is recommended to be funded by the Narcotics Enforcement Asset Seizure Fund (231) which is restricted for use for police services. There is no General Fund impact.

FY 2021-22 DECISION PACKAGE

Fiscal Impact

	<u>Fund/Dept/Program No</u>	<u>FY 2021-22</u>	<u>Ongoing</u>
Salary/Benefits		\$ 0	\$ 0
Services/Supplies		0	0
Capital Outlay	231 21 2141 4639	<u>44,306</u>	<u>0</u>
Subtotal		\$ 44,306	\$ 0
Offset		<u>0</u>	<u>0</u>
Total		\$ 44,306	\$ 0

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 07/13/2021
SUBJECT: Award of Contract for Electoral Districting Services

RECOMMENDATION

Approve the Professional Services Agreement with National Demographics Corporation for Electoral Districting Services in the amount not-to-exceed \$48,500 plus up to a 10% contingency; and Authorize the City Manager to execute the Agreement and issue any amendments for required changes within the above not-to-exceed total.

BACKGROUND/DISCUSSION

The City of Brea currently uses an at-large election system, in which all voters in the City have the opportunity to vote for candidates for all five (5) seats on the City Council. City Council candidates may reside anywhere in the City, and they each provide citywide representation. Brea's General Municipal Elections are consolidated with the Orange County Registrar of Voters Statewide Elections and are held on the first Tuesday of November of even number years. A district-based election system is one in which a city is geographically divided into separate districts, each with one (1) council member who resides in the district and is chosen by the electors residing in that particular district.

On May 6, 2019, the City of Brea received a notice letter from Shenkman & Hughes, P.C. ("S&H") alleging that the City's at-large election system violates the California Voting Rights Act ("CVRA"). The City and S&H subsequently executed an Extension Agreement in which S&H agreed to refrain from filing a CVRA action as long as the City took specified steps to transition to district-based elections. In accordance with the Extension Agreement, on June 20, 2019, the City Council adopted Resolution No. 2019-049, declaring its intent to transition from at-large elections to district-based elections for City Council.

Pursuant to Resolution No. 2019-049, the City Council intends to consider adoption of an ordinance to transition to district-based elections in accordance with applicable laws, including Government Code Section 34886 and Elections Code Section 10010. The resolution directed staff to work with the City Clerk, City Attorney, a 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 CVRA and the Federal Voting Rights Act ("FVRA") within 90 days of receipt of the 2020 Census results.

On April 6, 2021, the City of Brea issued a Request for Proposals ("RFP") to qualified firms

for Electoral Districting Services. The RFP solicited proposals from qualified firms to provide a comprehensive review of all relative data; propose recommendations that will meet all applicable legal requirements pertaining to electoral districts; coordinate with staff in conducting public outreach and education; and prepare preliminary and final districting plans to ensure full-legal compliance. The RFP was posted on the City's purchasing webpage, and notifications were issued nationwide through Public Purchase. On April 27, 2021, the City received one (1) proposal from National Demographics Corporation ("NDC") in response to the RFP.

The responsive proposal met general criteria outlined in the RFP to provide the City with Electoral Districting Services in relation to the preparation of draft, recommended and final districting plans for establishing electoral districts; as well as the coordination of public outreach and education; analysis of Census data and demographics; and to obtain compliance with the FVRA and CVRA, and all other applicable laws. At this time, staff is recommending the contract be awarded to NDC, a nationally-recognized pioneer in districting services for local governments across California. NDC's proposal includes a comprehensive scope of work to address all legal requirements associated with the transition to district-based elections.

The detailed scope of work is provided in Attachment 1 to this report. In addition to the scope of work, NDC has proposed a project timeline in order to satisfy each step of the transition process by the mandated deadline of April 17, 2022. A brief summary of each stage in an estimated timeline is provided below. Each stage is required in order for the City to fulfill its legal obligations in transitioning to district-based elections.

July – August: Project Planning and Initial Outreach

- Prepare a detailed project timeline of expected districting outreach efforts, formal hearings, draft map dates and final map adoption dates.
- Work with staff to prepare a project outreach plan covering target audiences, contact lists, social media efforts, any potential postcard mailings, utility bill inserts, etc. to engage the public in providing feedback in the City's transition to district-based elections.

August – September: Initial Data Analysis and Initial Hearings

- Prepare a report regarding demographics of the jurisdiction, including maps of "protected class" population considerations and other socio-economic data often referenced in districting.
- Present overview of districting laws and criteria, jurisdiction demographics and opportunities for public input at public hearings.

October – December: Draft Mapping Time

- Continue collection of public feedback and draft map submissions.
- Process all public draft map submissions and summarize all input, including maps, related demographics and summaries provided in web-friendly formats.
- Public hearing to review the draft maps, narrow down the draft maps, and provide direction on any new or revised maps.

January – April: Map Adoption

- Outreach continues to inform the public of the progress of the project, opportunities for future participation, and, ultimately, which map is adopted.
- Final plan revisions are made and adopted by way of ordinance.
- Coordinate map implementation with the County Registrar, informing staff of the progress, any issues, and ultimate completion of that work.

The timeline provided is subject to change based on ongoing fluctuations in the date when official population data will be available as well as possible modifications in state deadlines.

SUMMARY/FISCAL IMPACT

The total cost for the full scope of work as outlined in Attachment 1, which includes all basic project elements, as well as the consultant's attendance at in-person hearings and public outreach tools, amounts to \$48,500. A total project budget of \$125,000 was approved as part of the FY 2020-21 3rd Quarter budget adjustments in anticipation of transitioning from at-large to district-based elections. Finance Committee is requested to recommend that the Professional Services Agreement with National Demographics Corporation be awarded in the amount not-to-exceed \$48,500 plus up to a 10% contingency, should additional public outreach or services be needed.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Victoria Popescu, Deputy City Clerk

Concurrence: Lillian Harris-Neal, City Clerk

Attachments

Attachment 1 - NDC Proposal

Attachment 2 - Professional Services Agreement



A Proposal for Brea
In Response To
Request for Proposals
No. 2021.04.01.001
for Electoral Districting Services

By National Demographics Corporation
Douglas Johnson, President

April 25, 2021

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B.iii. Letter of Transmittal

April 25, 2021

Thank you for the opportunity to provide this proposal to Brea. NDC has more than 40 years of experience districting and redistricting hundreds of cities, school districts and other local jurisdictions across California, similar work for Anaheim, Fullerton, Placentia, Orange, Westminster, Buena Park, Stanton, Los Alamitos, Lake Forest, Dana Point, La Mirada, Corona, Eastvale, Jurupa Valley, Rancho Santiago Community College District, numerous school districts across Orange County (a full client list is available at www.ndcresearch.com/clients/). We welcome the opportunity to bring the firm's expertise and skills to assist the City.

For each project, there are certain required basic elements, and there are several options that the City can include or leave out at its option. NDC carefully tailors each project to the needs and goals of the individual client partner. NDC also welcomes the opportunity to work with our clients to encourage public participation in this process, as we offer several tools developed specifically for public engagement in districting and redistricting.

This firm and irrevocable offer consists of a brief introduction; specific proposed project elements and options; timeline and cost information; conclusion; and signature section. NDC looks forward to working with you on this effort. Please call or email anytime if you have any questions, concerns, or requests regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas Johnson", written in a cursive style.

Douglas Johnson
President



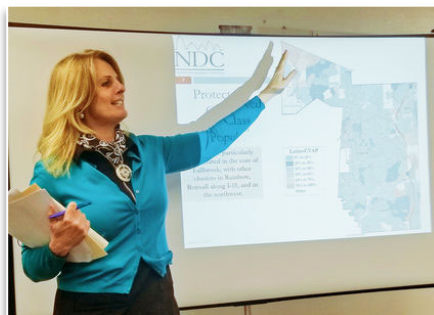
C.i. Background and C.ii. Experience and C.iii. Qualifications

Brief History of National Demographics Corporation

NDC has served hundreds of local governments since our founding in 1979. 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); the California counties of Merced, San Bernardino, and San Diego; the San Diego Unified School District; the City of Oakland; Yuma County (Arizona); the Arizona cities of Glendale, Mesa, Peoria, Phoenix, and Surprise; and relatively smaller jurisdictions such as the City of Bradbury and Clay Elementary School District.

The company is especially well known for its districting and redistricting work with local governments. NDC has established a reputation as the leading demographic expert on the California Voting Rights Act (CVRA), having performed demographic assessments of potential CVRA liability and/or moves to by-district elections for over 350 jurisdictions. No company has been responsible for addressing the electoral demographic needs of more local governments, as NDC has districted and/or redistricted more than 250 counties, school districts, cities, water districts, and other local jurisdictions.

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 California and Federal Voting Rights Act 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.

Partnership

In recognition of the vital role these groups play in informing and assisting their members, NDC is a sponsor of the California League of Cities, the California Special Districts Association, and we are currently finalizing our sponsorship of the California School Boards Association and the California Association of Counties.

For years, NDC has frequently appeared on panels organized by these organizations to share information with their members about the California Voting Rights Act, the Census, and the districting and redistricting rules and process.

NDC also assists the League of Cities and CSBA with negotiations and suggested language for legislation on districting/redistricting and the California Voting Rights Act.

Local Leadership and NDC's Non-Partisan Approach

NDC is an advisor and technical resource. The firm's role is to assist our clients in implementing our clients' goals and directions within the complicated demographic and legal constraints of the 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.



National Demographics Corporation

A common question in many 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, though NDC is currently experimenting with a possible move to ESRI's "Story Maps" for some presentations.

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 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.

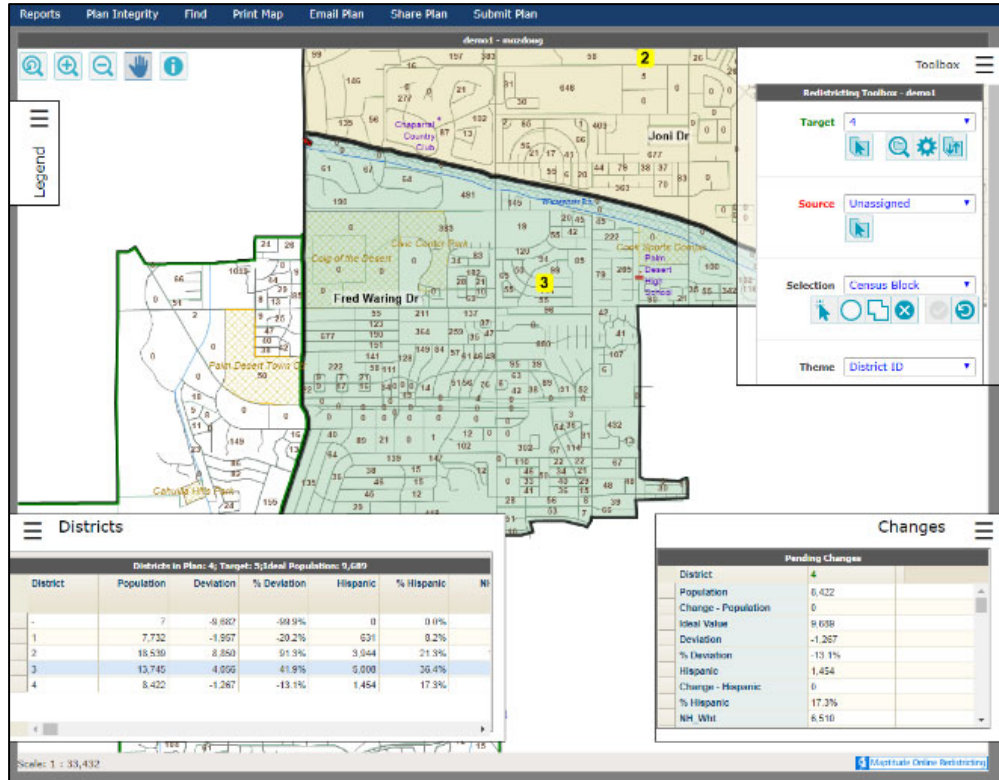
Name: _____

Phone or email: _____

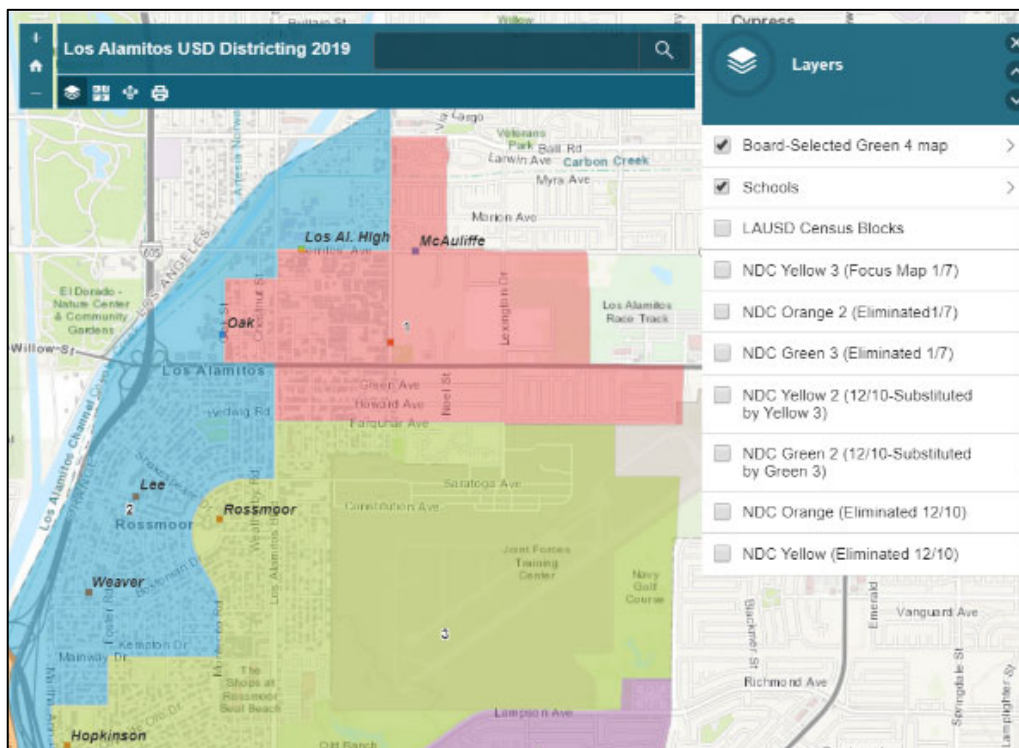
Please use a thick dark-colored pen to draw your map, then submit it at City Hall or directly to our project consultants:
 Submission@NDCresearch.com
 P.O. Box 5271, Glendale, CA 91221
 You can hand-deliver, mail, fax, scan and email, or photograph and email your map.

National Demographics, October 8, 2018 #2016 CALIPER

Sample Online Mapping Tool



Sample NDC “Interactive Review Map” (used to view and evaluate, not to draw, 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. And each NDC project has an NDC Consultant or Senior Consultant as a primary point of contact to ensure seamless information flows and continuity. All NDC project leaders are a fully trained Consultants or Senior Consultants with years of experience working with local government elected leadership and top staff members. Each NDC team leader 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 resumes are available on www.ndcresearch.com/about-us/.

NDC Current Organization Chart

NDC President	Douglas Johnson, Ph.D.
NDC Vice President	Justin Levitt, Ph.D.
Senior Consultants	Shalice Tilton Robert McEntire, Ed.D. Jeff Tilton, Ed.D.
Consultants	Kristen Parks Daniel Phillips, Ph.D. Shannon Kelly Jeff Simonetti Todd Tatum Ivy Beller Sakansky Douglas Yoakam
Records Manager	Michele Lewis

Recognition of 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
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"

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



National Demographics Corporation

Expert Witness and Litigation Consultant

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 Testimonials

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

"Our decision to work with National Demographics came out of our extraordinary city-wide success in 2015 with their work designing the original districts. I think anyone who participated in that process realized that the technical solutions they created opened access to literally dozens of people creating their own maps and it created a vibrant process."

Santa Barbara City Attorney Ariel Calonne

"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."

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)



National Demographics Corporation

“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.

Impeccable 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.

Ms. Jennifer Fitzgerald, Mayor, City of Fullerton. 303 W. Commonwealth Avenue. Fullerton, CA 92832. (714) 402-3106. jennifer@curtpringle.com.

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.

Ms. Isabel Montenegro. Administrative Assistant. Inglewood Unified. 401 South Inglewood Avenue, Inglewood, CA 90301. 310-419-2799. imontenegro@inglewood.k12.ca.us.

Ms. Pam Abel. Superintendent. Modesto City Schools. 426 Locust Street. Modesto. CA 95351-2631. (209) 574-1616. able.p@mcs4kids.com.

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.

Judge Hugh Rose (retired). Chairman. City of Modesto Districting Commission. 508 King Richard Lane. Modesto. CA 95350. Phone (209) 522-0719. Email: hhrose@hotmail.com.

Ms. Lucinda Aja. City Clerk, City of Buckeye, Arizona. 100 N Apache Rd, Suite A, Buckeye, AZ 85326. Phone (623) 349-6007. Email: laja@buckeyeaz.gov.

Summary Scope of Work

NDC tailors each project to the needs and goals of each jurisdictions. Below is a typical NDC-suggested timeline and description of project elements.

The dates provided below are general guidelines and will vary according to the goals, project choices, and deadlines of each jurisdiction.

This timeline is subject to change based on ongoing changes in the date when official population data will be available and possible changes in state deadlines.

April – May	Project Planning and decisions on public mapping tools, whether to use a commission, and other project options. Begin project communications and outreach.
May – September	Any mapping tools prepared with preliminary population data; initial pre-draft-map hearing(s) held.
October – January	Census data received and processed; draft maps prepared, considered, and revised (in hearings and, if desired, less formal public workshops)
January – April	Final plan revisions made and plan adopted and implemented.

Detailed Project Scope of Work

April – May, 2021: Project Planning and Initial Outreach

- NDC works with the jurisdiction to prepare a detailed project timeline of expected outreach efforts, public forums, formal hearings, draft map dates, and final map adoption dates.
- NDC works with the jurisdiction staff (or contract specialized outreach staff – see notes below about that option if interested) to prepare a project outreach plan for all steps of the process covering target audiences, contact lists, social media efforts, any potential postcard mailings, utility bill inserts, flyers for distribution at schools, media briefings, and community group contacts.
- Decide what public mapping tool(s) to provide, if any.
- Decide whether to use a commission.

- e. Create the project website: NDC will provide advice and text for the jurisdiction's website, or as an optional project element NDC will build a project website that the jurisdiction can simply link to from the jurisdiction site.
- f. NDC will work with jurisdiction and County Registrar staff to confirm GIS boundaries and to identify and include in our redistricting database any available GIS data that NDC and the jurisdiction identify are likely to be useful as mapping references for NDC, the public, and for the jurisdiction.
- g. Project outreach begins with initial alerts and 'invitations to participate' sent out to the general public, to overlapping jurisdictions, and to community organizations.

May – September, 2021: Initial Data Analysis and Initial Hearings / Forums

- h. NDC prepares total population estimates for use in initial hearings and any public mapping tools.
- i. NDC adds socio-economic data from the Census Bureau's American Community Survey to the state demographic data.
- j. NDC prepares a report regarding the demographics of the jurisdiction, including maps of "protected class" population concentrations and other socio-economic data often referenced in redistricting (such as income, education levels, children at home, language spoken at home, renters / homeowners, and single-family / multi-family residences).
- k. NDC report is circulated to the jurisdiction and into the project outreach messaging.
- l. Hearings / Forums: NDC presents an overview of the redistricting laws and criteria, jurisdiction demographics and opportunities for public input.
- m. The project timeline and outreach plan are presented to the public for comments and feedback, along with a request to the public to provide guidance on what residents consider key neighborhoods, communities of interest, and other project-related regions in the jurisdiction.
- n. If the optional public mapping tools and/or Public Participation Kit are included in the project, their use is demonstrated to the public.

- o. If the optional public mapping tools and/or Public Participation Kit are included in the project, NDC provides email and phone support for any residents with questions regarding their use.
- p. If the optional public mapping tools and/or Public Participation Kit are included in the project, at the jurisdiction's option additional public forums on the use of those tools can be provided.
- q. Outreach efforts continue with messaging to the public, with special focus on community groups with an interest in the redistricting.

October – January, 2021: Draft Mapping Time

- r. 2020 Census total population counts released and California Statewide Database completes "prison adjustments" of the data. Total population counts in outreach materials and mapping tools are updated with the official Census data.
- s. Outreach efforts continue with messaging reminding the public of the opportunity to provide written or mapped input on how the maps should be drawn and welcoming any maps residents wish to submit.
- t. The public deadline for submitting any initial draft maps will be approximately seven days prior to the official deadline to post all draft maps online (to provide NDC time to process any draft maps received, and for NDC to develop our own two to four initial draft maps).
- u. All outreach channels are used to inform the public about the opportunity to submit draft maps and to encourage participation in the review of the upcoming draft maps.
- v. NDC processes all public draft map submissions, drafts NDC's draft maps, summarizes all of the draft maps. The maps, related demographics, and summaries are provided by NDC in web-friendly formats. These process maps are posted on the project website and on the NDC-provided interactive review map.
- w. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the draft maps.
- x. The jurisdiction holds a hearing to review the draft maps, narrow down the list of initial draft maps, and provide direction on any desired new or revised maps.

- y. Time provided for the public to submit any new maps and for NDC to provide maps based on the direction at the hearing. During this time, additional outreach is conducted to inform interested residents and community groups of the selected 'focus maps' and the remaining opportunities to participate in the process.

January – April, 2022: Map Adoption

- z. Any new or revised maps, related demographics, and summaries are posted on the project website.
- aa. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the remaining maps.
- bb. One or more hearings are held to continue the review and refinement of the focus maps and, ultimately, adopt the final map.
- cc. Outreach continues to inform residents and community groups of the progress of the project, opportunities for future participation, and, ultimately, which map is adopted.
- dd. Following map adoption, NDC coordinates map implementation with the County Registrar, informing the jurisdiction staff of the progress, any issues, and ultimate completion of that work.
- ee. NDC works with the jurisdiction staff to ensure preservation of all project data and records, including GIS-format versions of the adopted map.

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.

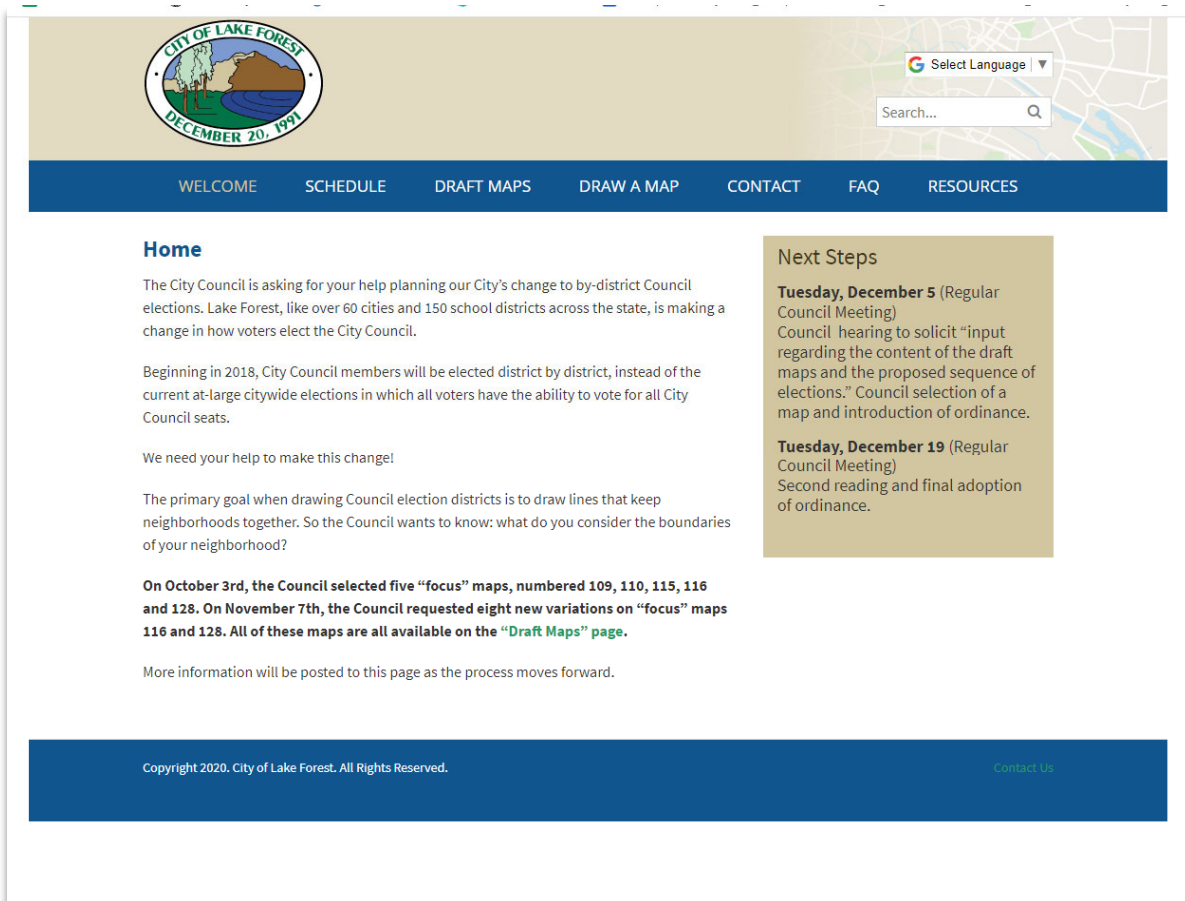
Outreach Assistance

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 (visit to see one such site – though note that site was created prior to passage of the new AB849 requirements).

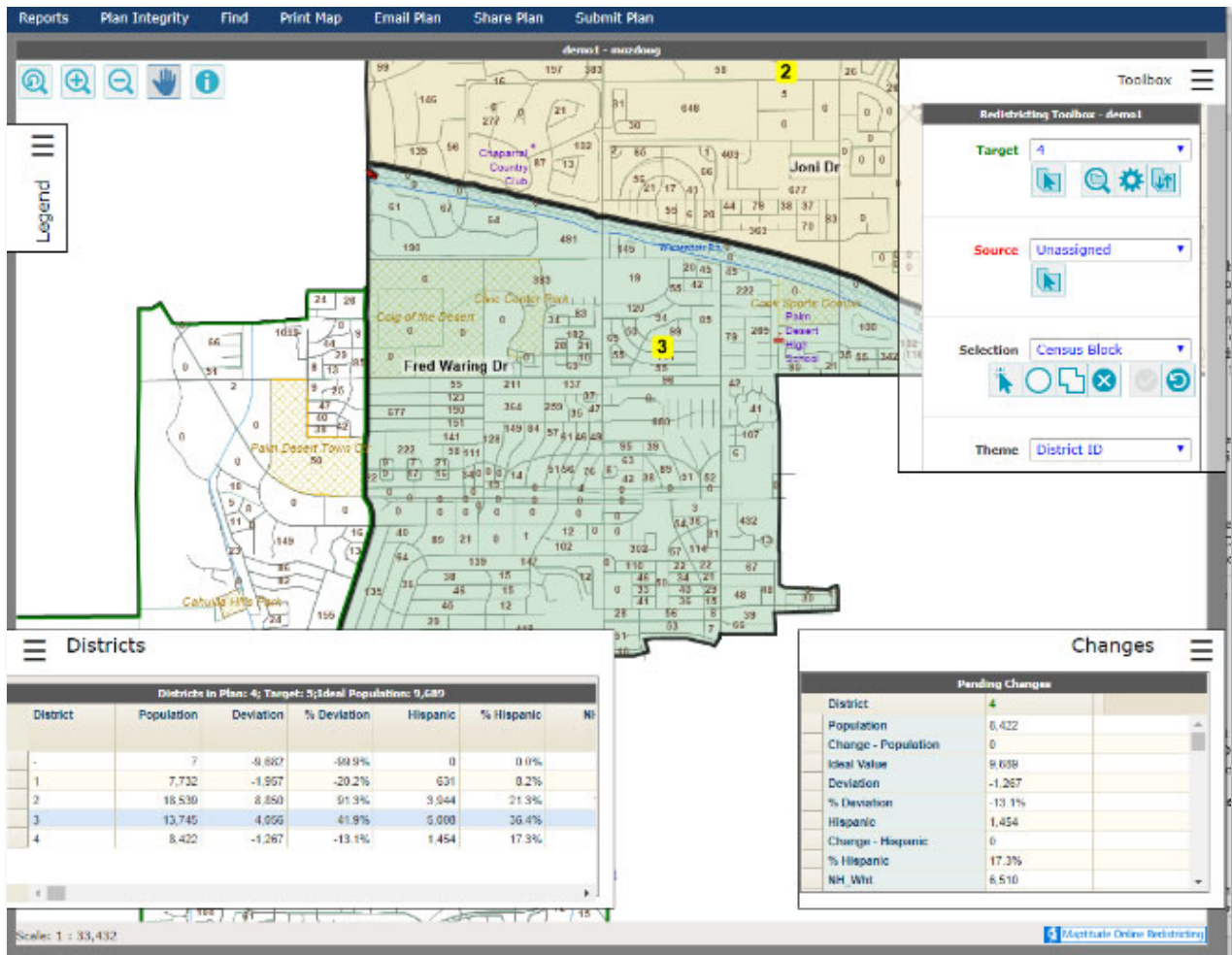


Background on Online Mapping Tool Options

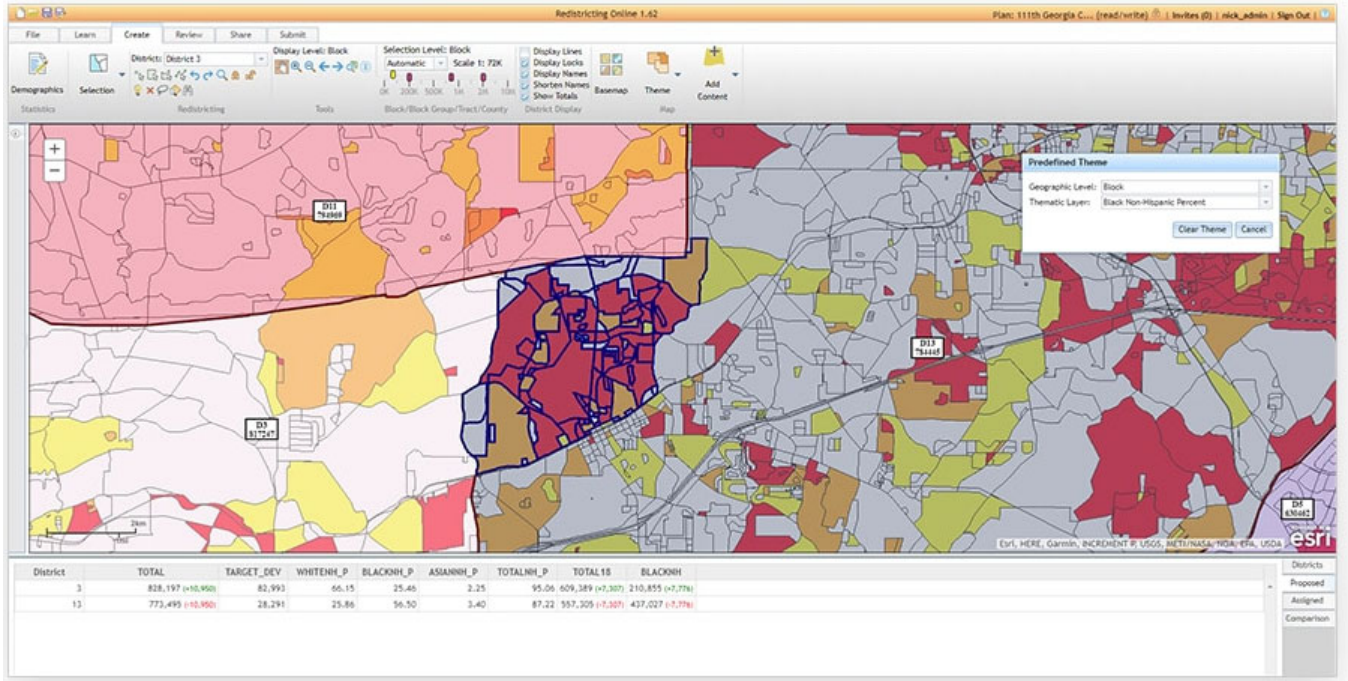
NDC is the unmatched leader in redistricting tools that empower residents to review draft maps and to develop and submit their own map proposals. NDC is the only firm that has used the online mapping solutions from both ESRI and Caliper Corporation in major redistricting projects.

Only NDC has repeatedly 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 for an online interactive system that allows public to draw and submit proposed maps through a standard web browser.

In the more than 200 California local districting projects between 2012 and 2020, NDC is the only consultant providing clients access to Caliper Corporation's "Maptitude Online Redistricting" tool. Even with the technical challenges arising from such tools' power and flexibility, NDC's training and encouragement frequently results in 10, 20, 30 or more different maps drawn by residents of the school district or city providing that tool to its residents.



The other primary public mapping tool currently on the market is ESRI's online districting tool. While easy to use, the ESRI product costs significantly more. As a result, traditionally only the largest jurisdictions have been able to afford it.



When it is time to start the project, NDC will work with each interested client to determine which, if any, online mapping tool best meets the goals and budget of the jurisdiction.

Paper- and Excel-based Public Mapping Tools

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.” Each “Kit” includes two formats.

The first, and most simple, Kit is a 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/>.

The second form of offline mapping tool is for those residents who do not want to deal with an online mapping tool, but who are already comfortable with Microsoft Excel. NDC provides a similar simple one-page map of those same “Population Units,” but this time the map shows the Unit ID number rather than the population count in that Unit. Residents then enter their preferred district assignment for each Population Unit into the pre-formatted Excel spreadsheet (also available on the Lake Forest website), and Excel calculates the total population and demographics of each District. When the resident has the map the way they like it, they simple email in the Excel file.

Public Participation Kit

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

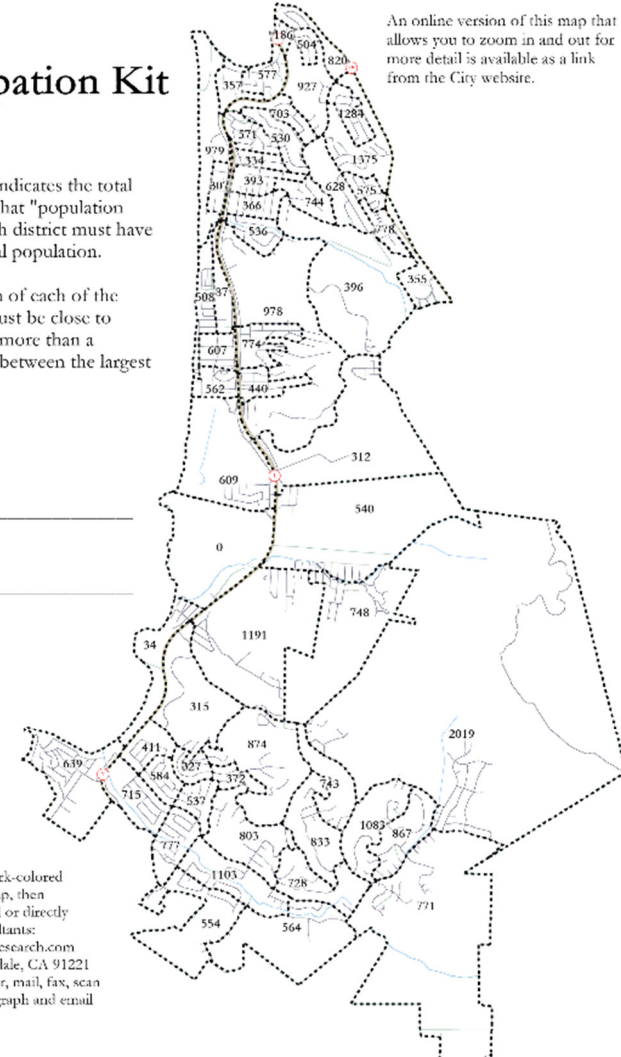
The population of each of the five districts must be close to 7,447, with no more than a 745 difference between the largest and smallest.

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.

National Demographics, October 8, 2018 #2016 CALIPER



Project Pricing

1. **Basic Project Elements** (covers everything except for per-meeting and optional expenses):..... \$ 23,500

2. **Per-Meeting expense:**

- In-person attendance, per meeting \$ 2,750
- Virtual (telephonic, Zoom, etc.) attendance, per meeting..... \$ 1,250

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 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 \$ 4,500

b) Public mapping tool options:

- ESRI Redistricting *
- Caliper-centered system including all elements below \$ 14,000
 - “Maptitude Online Redistricting” (MOR)
 - Tuft University’s “DistrictR” (a simple neighborhood mapping tool)
 - Public Participation Kit paper- and Excel-based mapping tool

c) DistrictR without MOR or ESRI \$ 6,500

d) Public Participation Kit mapping tool without MOR or ESRI..... \$ 3,500

e) Working with independent or advisory redistricting commission no additional charge

f) Additional outreach assistance.....separately contracted

* ESRI prices its software on a jurisdiction-by-jurisdiction basis. The lowest prices we have seen are \$80,000 and up. If that is an option the jurisdiction would like to pursue, NDC will request a specific price for your jurisdiction from ESRI.



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.

Additional Analysis

NDC is happy to assist with any additional analysis that 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.

Requested Payment terms:

NDC requests that one-half of the “Basic Project Elements” be paid at the start of the project and any “optional project element” costs be paid at the time those tools are launched; and the balance of the project costs be paid at the conclusion of the project.

Conclusion

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

- NDC has more experience in the field of municipal political election systems than any other company.
- 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.
- NDC, founded in 1979, has a demonstrated record of financial solvency.
- NDC's hardware and software resources were specially designed and acquired for districting and redistricting purposes.
- NDC's highly respected personnel have impeccable credentials in each aspect of the districting and redistricting processes.
- NDC's suggested approach has been tested in many jurisdictions.
- Any NDC client can be contacted for testimonials and reference.
- NDC has demonstrated experience over many years in working with the press and media on local election system issues.
- Neither the Justice Department nor any Court has ever rejected any of over 350 local government maps adopted through NDC-managed districting and redistricting projects.

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.



Proposal Acceptance

The terms of this proposal are available for 90 calendar days from its delivery to you. In most situations, NDC is open to extending that period of time to meet any particular needs of your jurisdiction.

If your jurisdiction has specific contract and/or letter of agreement language you prefer to use, please provide it and ignore the signature block below. If you prefer, simply sign two copies of this proposal in the signature block below and return them to NDC. Once signed by NDC, one copy will be returned to you.

Thank you.

For National Demographics Corporation

For Brea

Douglas Johnson, President

Date

Date

Appendix

Resumes of NDC President Dr. Douglas Johnson and Vice President Dr. Justin Levitt are attached.

A client list and resumes of all NDC team members are available at www.ndcresearch.com/about-us/.

Douglas Mark Johnson

P.O. Box 5271
Glendale, CA 91221
djohnson@NDCresearch.com

mobile: (310) 200-2058
office: (909) 624-1442
fax: (818) 254-1221

Employment

President, National Demographics Corporation, 2006 – present.
Senior Analyst, National Demographics Corporation, 2001 – 2006.
Fellow, Rose Institute of State and Local Government, 2001 – present.
Project Manager and Senior Manager at three internet startup companies, 1999 - 2001.
U.S. Representative Stephen Horn, Legislative Director and System Manager. 1993 – 1997.
Coro Foundation, Fellowship in Public Affairs. 1992 – 1993.
Rose Institute for State and Local Government, Student Manager. 1989 – 1992.

Education

Claremont Graduate University, Ph.D. in Political Science, 2015. Dissertation: “Independent Redistricting Commissions: Hopes and Lessons Learned.”
UCLA Anderson Graduate School of Management, MBA, 1999.
Claremont McKenna College, BA in Government (Political Science), 1992.

Academic Honors

Graduated Cum Laude from Claremont McKenna College.
Phi Beta Kappa. Philip Roland Prize for Excellence in Public Policy.

Publications and Articles

Christian Science Monitor “Let the public help draw voting districts,” October 25, 2013.
New York Times, "The Case for Open Primaries," February 19, 2009.
Los Angeles Times Opinion Articles:
 “A neighbor’s help on redistricting” June 24, 2007.
 “A Trojan horse primary for the GOP” February 25, 2007.
 “Where a porn palace stood” (article on redevelopment), July 30, 2006.
Fresno Bee Opinion Article: “The Poison Handshake” June 15, 2004.
Redistricting in America. Rose Institute of State and Local Government, 2010.
Restoring the Competitive Edge: California's Need for Redistricting Reform and the Likely Impact of Proposition 77. Rose Institute of State and Local Government, 2005.
"Competitive Districts in California" Rose Institute of State and Local Government, 2005.
Latinos and Redistricting: “Californios For Fair Representation” and California Redistricting in the 1980s. Rose Institute of State and Local Government, 1991.

Speaker or Panelist

California School Board Association Annual Education Conference panelist: “The California Voting Rights Act: What Board Members Must Know.” December 4, 2015.
Associated Cities of California – Orange County, Keynote Speaker, Newly Elected Officials’ Reception and Dinner, “The California Voting Rights Act,” January 29, 2015.
California League of Cities, City Manager Department, 2015 Department Meeting: “Opportunity to Engage Residents: The California Voting Rights Act.” January 29, 2015.
California League of Cities, City Clerk Department, 2014 Annual Meeting: “Whose Line Is It Anyway: Making the transition from at-large to by-district elections.” September 3, 2014.
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2007 Spring Forum, "The Arizona Independent Redistricting Commissions' experiences with the first-ever independent redistricting."
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2008 Spring Forum, "Communities of Interest In Redistricting: A Practical Guide."

Douglas Mark Johnson

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2009 Fall Forum, "The Key to Successful Redistricting."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2010 Spring Forum, "Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2011 Winter Forum, "Citizen Voting Age Data from a line-drawer's viewpoint."

Luncheon Keynote Speaker, Santa Barbara's Channel Cities Club, "California's next experiment: independent, public redistricting," January 18, 2011.

Annual Conference, Arizona League of Cities and Towns, Presenter at "Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011," August 25, 2010.

Redistricting, The 2010 Census, and Your Budget, Sponsored by the Rose Institute of State and Local Government, California League of Cities, October 15, 2009.

Arizona Election Law 2010 Continuing Legal Education Conference, "Communities of interest and technology in redistricting," sponsored by the Arizona State Bar Association, March 2010

California's New Independent Redistricting Commission, sponsored by the Irvine Foundation and the California Redistricting Collaborative, December 15, 2009

Tribal Association of Sovereign Indian Nations (TASIN) Legislative Day 2009, "The 2010 Census and 2011 Redistricting in California," December 2, 2009.

California School Board Association, "Litigation Issues and the California Voting Rights Act," December 4, 2009.

California Latino School Boards Association, "Introduction to the California Voting Rights Act," August 20, 2009.

Building a National Reform Movement, Salt Lake City, Utah, 2006, conference on redistricting reform hosted by the League of Women Voters, Campaign Legal Center, and The Council for Excellence in Government

Texas Tech University, "A Symposium on Redistricting," May, 2006

California League of Cities, "Introduction to the California Voting Rights Act."

Voices of Reform, a project of the Commonwealth Club of San Francisco: multiple forums on redistricting and / or term limits, 2006 – 2007

Classroom speaker at Pepperdine University, the University of La Verne, Pomona College and Claremont McKenna College

Justin Mark Levitt

P.O. Box 5271
Glendale, CA 91221
jlevitt@NDCresearch.com

mobile: (480) 390-7480
office: (818) 254-1221
fax: (818) 254-1221

Employment

Vice-President, National Demographics Corporation, 2012 – present.
Senior Analyst, National Demographics Corporation, 2003 – 2011.
Instructor in Political Science, University of California, San Diego, 2012 – present.
Graduate Research Fellow, Center for US-Mexico Studies, 2010 – present.
Graduate Research Fellow, University of California, San Diego, 2008 – 2010 and 2013 – 2014.
Jesse M. Unruh California Assembly Fellow. 2006 – 2007.
Rose Institute for State and Local Government, Student Manager. 2005 – 2006.

Education

University of California, San Diego, Ph.D. Political Science, 2016. Dissertation title: “The Impact of Geographic Patterns on Tradeoffs in Redistricting.”
Claremont McKenna College, BA in Philosophy, Politics and Economics (PPE), 2006.

Academic Honors

California Studies Fellow, University of California, San Diego, 2007 – 2009
Graduated Cum Laude from Claremont McKenna College.

Publications and Conference Presentations

Settle, Jamie, Robert Bond, and Justin Levitt. 2011. “The Social Origins of Adult Political Behavior.” *American Politics Research*. 39 (2). 239-263

Miller, Kenneth and Justin Levitt. 2007. “The San Joaquin Valley.” In The New Political Geography of California. Eds. Frederick Douzet, Thad Kousser, and Kenneth Miller. Berkeley: Institute of Government Studies.

“The Political Geography of Tradeoffs in Redistricting” Paper presented at the State Politics and Policy Conference, Iowa City, IA, 2013

Getting What You Want: A Bargaining Approach to Fair Division in Redistricting. Paper presented at the “Challenging Urban Borders : the geopolitics of immigration and segregation” workshop, Berkeley, CA, 2013 and the State Politics and Policy Conference, Houston, TX, 2012

“An Atlas of Public Health in Mexico” (with Alberto Diaz Cayeros). Paper presented at the Hewlett Foundation Conference on Public Health, Mexico City, DF. 2012

“Remoteness and the Territoriality of Public Health” (with Alberto Diaz Cayeros). Paper presented at the American Political Science Association conference, Seattle, WA. 2011

“Initiatives as revealed preferences” Paper presented at the American Political Science Association conference, Seattle, WA. 2011

“No Se Puede: Latino Political Incorporation in Phoenix.”. Paper Presented at the New Political Geography of California conference, Berkeley, CA., 2009

Justin Mark Levitt

“Political Change in the Central Valley”. Paper Presented at the Western Political Science Association conference, Las Vegas, NV.,2007

Working Papers

Hill, Seth, Thad Kousser, Alex Hughes, and Justin Levitt. ND. *“How Competitiveness Shapes Infrequent Primary Voters Response to Receiving a GOTV Mailer.”*

Diaz-Cayeros, Alberto and Justin Levitt. ND. *“Remoteness and the Territoriality of Public Health.”*

Levitt, Justin. ND. *“Getting What You Want: A Bargaining Approach to Fair Division in Commission-led Redistricting.”*

Teaching Experience

California State University, Long Beach, Department of Political Science

Adjunct Professor—POSC 327 (Urban Politics)	Spring 2016-Present
Adjunct Professor—POSC 229 (Cases in Policy Analysis)	Present
Adjunct Professor—POSC 412 (Law and Social Change)	Spring 2016-Present
Adjunct Professor—POSC 399 (California Politics Short Course)	Present

University of California, San Diego, Department of Political Science

Co-Instructor—UPS 170 (Regional Governance Reconsidered)	Spring 2015
Instructor—Poli 100A (The Presidency)	Fall 2014
Instructor—Poli 160AA (Introduction to Public Policy Analysis)	Fall 2013
Instructor—Poli 10 (Introduction to American Politics)	Summer 2013



Redistricting with Tripepi Smith

By-district elections are becoming increasingly common in local government agencies throughout California. The California Voting Rights Act, passed in 2001, was the impetus for much of this change. Today, more than 300 local government agencies have districts of some form, and the number continues to rise as local government agencies are compelled to settle lawsuits or avoid legal battles.

About Tripepi Smith and Our Redistricting Team

Tripepi Smith is a team of 23 communications experts—robust enough to offer experienced and effective professionals for the job, yet small enough to be nimble and responsive. Tripepi Smith offers a spectrum of skills that allows us to match the appropriate resource to the task at hand, letting us execute faster and reduce engagement costs. These resources vary by both years of experience and core hard skills (public policy versus graphic design versus videography versus writing versus social media, for example).

Tripepi Smith is experienced in helping local governments execute community education and outreach initiatives for district formation and redistricting processes. We have worked extensively with agencies on their district public forums, created districting information portals and organized a [conference on local redistricting](#) for nearly 200 local government practitioners.

The combined talent of our policy experts, in-house design team and videographers delivers professional communications that make our clients proud and better inform the public about this complex process. Tripepi Smith has the skills and experience to help local governments implement successful outreach strategies for district formation and redistricting outreach. The team's skills and certifications range from excellent written communication skills to Tableau for data analytics to Google Ads to event planning and project management.

Tripepi Smith Redistricting Services

California State law has identified outreach as a core component of the redistricting process. The Tripepi Smith team can provide jurisdictions with some or all of the following services:

Project Management

Tripepi Smith can facilitate all project calls for this engagement and create a living agenda to manage the efforts and timing between the demographer, legal counsel, City and Tripepi Smith from the beginning of the outreach process to the map adoption.

In-Person Meetings

If possible with COVID-19 limitations, Tripepi Smith can coordinate with City staff to identify venues and dates to host in-person workshops and meetings to seek public feedback on new district lines and provide information on map-drawing tools. Tripepi Smith can devise an agenda, facilitate discussions, document community feedback and promote positive engagement around the process. Additionally, Tripepi Smith can provide graphic design services to create bilingual PowerPoint decks for the presentations and flyers for attendees. We can coordinate simultaneous translation with local partners.

Tripepi Smith can also facilitate recording the meetings and provide videos, with any relevant slides interspersed and closed captions. These videos would likely fulfill the requirement to post a summary of the meeting.

Virtual Meetings

Tripepi Smith can also coordinate and facilitate virtual meetings and workshops to seek public feedback and educate residents on map-drawing tools. Tripepi Smith can also work with City staff to promote the meetings and to leverage our identified outreach and advertising work to promote meeting participation. Our videographers can process recordings of the meetings to fulfill posting requirements.

Press Release/News Article for Website

Tripepi Smith can draft press releases on the jurisdiction's redistricting efforts and manage media relations to promote each step in the redistricting process reaches local and broad-reaching media.

Creation and Updates to Bilingual Redistricting Website

Tripepi Smith can create and maintain a bilingual redistricting website or subpages in coordination with the demographer. The website/pages would include resources for the community, including all required information about meetings and draft maps.

Social Media Support

Tripepi Smith can create bilingual copy and graphics for social media posts about the redistricting process, as well as boost posts (paid advertising) on Facebook and Instagram to help spread the word about meetings and solicit public commentary.

Get in touch with Tripepi Smith President Ryder Todd Smith
(626.536.2173 | Ryder@TripepiSmith.com) to start planning.

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

STANDARD FORM A
NON-COLLUSION AFFIDAVIT FORM

Note: To be executed by Offeror and submitted with Offer.

State of California
(the State of the place of business)

County of Los Angeles
(the County of the place of business)

Douglas Johnson, being first duly sworn, deposes and
(name of the person signing this form)

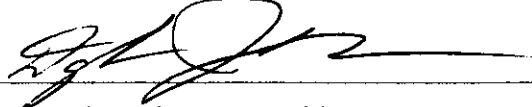
says that he/she is President of
(title of the person signing this form)

National Demographics, Inc., the party making the foregoing offer
(name of offering company)

that the offer is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the offer is genuine and not collusive or sham; that the OFFEROR has not directly or indirectly induced or solicited any other offeror to put in a false or sham offer; that the OFFEROR has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham offer, or to refrain from offering; that the OFFEROR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the offer price of the OFFEROR or any other offeror, or to fix any overhead, profit, or cost element of the offer price, or of that of any other offeror; that all statements contained in the offer are true; and, the OFFEROR has not, directly or indirectly, submitted his or her offer price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham offer, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of an OFFEROR that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the OFFEROR.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed as set forth.

Signature: 

Name/Title Douglas Johnson, President

Date: April 25, 2021

Notary is not required for this offer.

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

STANDARD FORM B
REFERENCES FORM

National Demographics, Inc.
(Offeror's Company Name)

Provide current business references for whom your company has provided similar services. Provide very brief description of the Project services your company provided to the reference. **Any unsatisfactory references or past unsatisfactory work performance with City may result in Offeror being deemed non-responsive and non-responsible, and may eliminate Offeror from further consideration (Brea Municipal Codes 3.24.020)**

1. Company Name	City of Corona
Address, City, State, Zip	400 S Vicentia Avenue. Corona. CA 92882-2187
Contact's Name & Title	Darrell Talbert, City Manager
Contact's Phone #	951.279.3670
Contact's Email	Darrell.Talbert@ci.corona.ca.us
Project	Council districting
Completion Date & Value	2016, \$64,000
2. Company Name	San Mateo County
Address, City, State, Zip	400 County Center. 6th Floor. Redwood City. CA 94063
Contact's Name & Title	David Silberman. Deputy County Counsel
Contact's Phone #	650-363-4749
Contact's Email	dsilberman@smcgov.org
Project	Supervisory redistricting
Completion Date & Value	2013, \$63,000 (also hired for 2021 redistricting)
3. Company Name	Los Nietos School District
Address, City, State, Zip	8324 S. Westman Ave., Whittier, CA 90606
Contact's Name & Title	Jonathan Vasquez, Superintendent
Contact's Phone #	(562) 692-0271
Contact's Email	jonathan_vasquez@lnsd.net
Project	School board move to by-trustee-area elections
Completion Date & Value	2020, \$29,000
4. Company Name	City of Placentia
Address, City, State, Zip	401 E Chapman Avenue, Placentia, CA 92870
Contact's Name & Title	Damien Arrula, City Administrator
Contact's Phone #	(714) 993-8117
Contact's Email	darrula@placentia.org
Project	City Council districting
Completion Date & Value	2018-2020, \$51,000

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

STANDARD FORM C
SUBCONTRACTORS LIST-STANDARD FORM

National Demographics, Inc.

(Offeror's Company Name)

Provide the information requested below. Duplicate this form as necessary to complete list.

☒ Check this box, if no subcontractors are to be used for any of the proposed work.

1. Company Name	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	
2. Company	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	
3. Company	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

STANDARD FORM D
STATEMENT OF COMPLIANCE OR EXCEPTIONS FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

National Demographics, Inc.
(Offeror's Company Name)

Select one:

X No Exceptions

By checking the above box, Offeror declares its Offer was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement.

With Exceptions

By checking the above box, Offeror declares its Offer was prepared in consideration of but with exceptions to one or more of the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement, in which case **Offeror must provide a detailed list for all such exceptions in the following format.**

Section Page #	Term, Condition, Specification	Exception & Benefit to City	City A or D
-------------------	--------------------------------	-----------------------------	----------------

Offeror acknowledges that City may accept or reject any or all of Offeror's listed exceptions or reject the Offeror's entire Offer that contain any exceptions.

Signature: _____

Name/Title Douglas Johnson, President

Date: April 25, 2021

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

STANDARD FORM E
STATUS OF PAST AND PRESENT CONTRACTS FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

National Demographics, Inc.
(Offeror's Company Name)

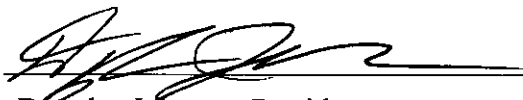
X No Contract Terminations, Settlements, or Legal Actions

By checking the above box, Offeror declares that the Offeror has not had any Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder and currently does not have any pending Contract Terminations, Settlements, or Legal Actions.

One or More Contract Terminations, Settlements, or Legal Actions

By checking the above box, Offeror declares that the Offeror has had either one or more Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder in which case, **Offeror must provide a list for all such contracts** and include: Contract Title, Contract Value, Termination Date, Company Name, Contact Name, Phone Number, and Reason for the Terminations, Settlements, or Legal Actions.

The Offeror acknowledges that City may: reject any declarations that are not accompanied with the required documentation as described above; or reject any Offers wherein Offeror has had any Terminations, Settlements, or Legal Actions that City in its sole discretion deems unacceptable.

Signature: 
Name/Title Douglas Johnson, President
Date: April 25, 2021

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

STANDARD FORM F
INSURANCE COMMITMENT FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

National Demographics, Inc

(Offeror's Company Name)

Offeror acknowledges that:

City reserves the right to modify the insurance requirements as set for in the Insurance Requirements section of the Agreement including limits, based on nature of the risk, prior experience, insurer, coverage, or other special circumstances.

City's acceptance and/or approval of Offeror's insurance documents does not and shall not be construed to relieve Offeror of any obligations, responsibilities or liabilities under any resultant Contract.

Offeror's failure to comply with the required insurance as set forth in the Insurance Requirements of the Agreement is a breach of contract, which may result in one or more of the following: suspension of work, suspension or termination of contract, remuneration of procurement costs for obtaining a replacement contractor, and suspension from submitting future offers based on Offeror's default.

Offeror, at Offeror's sole cost and expense, hereby promises and agrees to:

Acquire required insurance set forth in the Insurance Requirements of the Agreement.

Provide policies of insurance from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California prior to commencing any work and allowing any subcontractor to commence work on any subcontract until it has secured all required insurance unless otherwise permitted or waived in writing by City's Risk Manager.

Maintain in force at all times during the contract term insurance policies as set forth in the Insurance Requirements of the Agreement; replace any policies whose carrier's rating falls below A VII with policies that meet or better the required A VII rating no later than the renewal date of the policy; amend, supplement, or endorse existing insurance policies that do not meet the insurance requirements set forth in the Insurance Requirements.

Offeror certifies, represents, and commits to all the Insurance Requirements of the Agreement.

Signature: _____

Name/Title Douglas Johnson, President

Date: April 25, 2021

**REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services**

**STANDARD FORM G
OFFEROR QUALIFICATIONS RESPONSE FORM**

National Demographics, Inc

(Offeror's Company Name)

Offerors must have demonstrated trustworthiness, as well as the necessary quality, fitness, capacity, and experience to satisfactorily provide the requirements specified in this Solicitation based on prior experience with city, references, and other available information.

Provide the information requested below. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

1. Background.

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.

National Demographics, Inc

PO Box 5271, Glendale, CA 91221

1520 N Pacific Ave, Glendale, CA 91202

Phone: 818-254-1221

Fax: 818-254-1221

Email: info@NDCresearch.com

Website: www.NDCresearch.com

- B. Prior company names (if any) and years in business; mergers, buyouts, etc.

No prior company name. In business since 1979. No mergers or buyouts.

- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

Corporation

- D. Names and titles of the principal owner(s).

Douglas Johnson

- E. Person(s) authorized to make commitments for your company.

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

2. Douglas Johnson

A. Special recognition or awards.

See “Recognition of NDC’s Expertise” section of the main body of NDC’s proposal.

3. Experience.

Provide the following information relative to required services:

A. Summary of Experience with similar kinds of work.

42 years of experience in local government redistricting, with 368 completed districting and redistricting projects since 2001. Districted Anaheim, Fullerton, Placentia, Orange, Westminster, Buena Park, Stanton, Los Alamitos, Lake Forest, Dana Point, La Mirada, Corona, Eastvale, Jurupa Valley, Rancho Santiago Community College District, numerous school districts across Orange County, and hundreds of cities, school districts and special districts across the state. More details of NDC’s experience are in the main body of the proposal.

B. Familiarity with state and federal procedures.

NDC advised the California League of Cities, the California School Board Association, and the California Special Districts Association during the legislature’s consideration of AB854 and AB1276 – the two bills establishing the “FAIR MAPS Act” with California’s new redistricting and districting criteria for cities and counties. NDC has already completed numerous districting projects under these new laws, and NDC staff have spoken on these new rules to the various League of Cities and regional Council of Governments and similar organizations. More details are in the main body of the proposal.

C. Experience working with public agencies.

NDC has 42 years of experience in local government redistricting, with 368 completed county, city, school district and special district districting and redistricting projects since 2001.

D. Narrative of the working relationship with current business references for information not already included in the References Form.

NDC already has scores of local jurisdictions that have hired us for post-2020 Census redistricting work. More details in the main body of the proposal..

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

4. Qualifications.

Provide the following information relative to required services:

A. Financial responsibility.

42 continuous business since 1979. Zero debt.

B. Demonstrated Technical Ability.

368 completed local government districting and redistricting projects without a single project missing a deadline or being overturned by any Judge or the U.S. Department of Justice. In just the last three years, 38 NDC projects used public online mapping tools, receiving hundreds of neighborhood and full-district maps. Many more details are in the main body of the proposal.

C. Capability of developing innovative or advanced techniques.

NDC was using public mapping tools in 1991. In 2001 we worked with community activists to generate scores of public map proposals for our clients. In 2011 NDC made widespread use of public mapping tools. In our 200+ projects since 2011, NDC integrated public mapping tools into nearly every project, and we are using ultra-simple online mapping tools to make online review of maps, complete with zooming in and out, search by address, and overlay of different maps and additional layers of data, as easy as using Google Maps.

D. Special qualifications, training, credentials.

NDC President Douglas Johnson, NDC Vice President Justin Levitt, and NDC Consultant Daniel Phillips all have Ph.D.'s and wrote dissertations on redistricting. NDC Senior Consultant Shalice Tilton was City Clerk of Buena Park for 20 years and is a certified Master Clerk and Trainer for the California Association of City Clerks.

E. Staff names, titles, role, qualifications, and experience assigned to this Project.

Vice President Justin Levitt will lead this project. President Douglas Johnson, Consultant Kristen Park, and Consultant Todd Tatum will all support Dr. Levitt's work.

F. Designated project manager assigned to this Project.

Vice President Justin Levitt

5. Understanding.

Provide the following information relative to required services:

**REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services**

- A. Understanding of the work to be done based on this Solicitation.

Full details in NDC's proposal, with month by month scope of work. Basically, extensive public outreach, extensive public participation and empowerment tools, at least two hearings prior to the release of draft maps, at least two hearings to evaluate draft maps prior to the public hearing at which the final map is adopted, and coordinating with the County Registrar to ensure accurate implementation of the adopted map.

- B. Include issues that you believe will require special consideration for this Project.

This is always a complicated topic and often a controversial topic, but NDC's experience enables us to clearly explain the very complex issues involved, and to assist our clients in keeping projects focused on constructive progress toward the final objective. More details in the full proposal.

- C. Identify unique approaches or strengths your company has relative to required services.

Unmatched experience; unmatched public empowerment tools; unmatched skill and methods for presenting, reviewing, modifying and finalizing plans, including the efficient presentation of even dozens of public map submissions for Council review and narrowing down to a handful of "focus map". Many more details in the full proposal.

6. Approach.

Provide the following information relative to required services:

- A. Understanding of the work to be done.

See above and the full text of the proposal.

- B. Adequacy of labor and resources to satisfactorily perform the requested services and meet the City's needs.

NDC has a team of 12 trained topic experts ready to assist all our clients in this busy time.

- C. Names and titles of key management personnel.

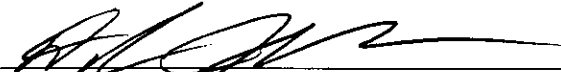
President Douglas Johnson and Vice President Justin Levitt

- D. Team to be assigned for these services.

As noted above, Vice President Justin Levitt will lead this project. President Douglas Johnson, Consultant Kristen Park, and Consultant Todd Tatum will all support Dr. Levitt's work

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

Submitted by:

Signature: 

Name/Title Douglas Johnson, President

Date: April 25, 2021

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

STANDARD FORM H
FIRM OFFER FORM

National Demographics, Inc

(Offeror's Company Name)

FIRM OFFER made by Consultant to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Offer Form. Further, I understand that no contract exists unless City accepts this Offer by executing the attached Agreement.

Business Name: National Demographics, Inc.

Business Address: PO Box 5271, Glendale, CA 91221

Federal ID#: 95-3388237

If any Work is a Public Works

Business Type
(Consultant enter a number)

Contractor Lic#:

3

1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation;
3. S Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

DIR#:

By:

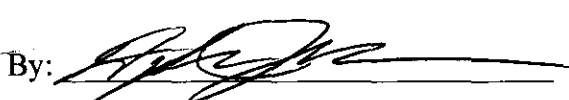


Name: Douglas Johnson

Title: President

Email: djohnson@NDCresearch.com

By:



Name: Douglas Johnson

Title: Secretary/Treasurer

Email: djohnson@NDCresearch.com

Date Signed: 4/25/2021

CORPs: Chairperson, President, Vice President;
LLCs: Manager

Date Signed: 4/25/2021

CORPs: Secretary, Assist. Secretary, Chief Finance
Officer, Assist. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

PRICE FORM

National Demographics, Inc

(Offeror's Company Name)

Separate and describe your tasks, and associated costs, for the Scope of Services requirements. Attach additional pages if necessary.

Tasks	Description	Rate
1	Basic project elements including all required demographic tasks and map processing and presentations	\$23,500
2	Flat-rate pricing, per meeting for each virtual meeting	\$1,250
3	Flat-rate pricing, per meeting for each in-person meeting	\$2,750
4	(Optional) Caliper MOR, DistrictR, and Public Participation Kit full public mapping tools package	\$14,000
5	(Optional) DistrictR simple neighborhood/district mapping tool	\$6,500
6	(Optional) Paper/Excel Public Participation Kit	\$3,500
7	(Optional) NDC-Built project website	\$4,500
8		\$
9		\$
10	_ * _ Total Cost assumes four virtual meetings and two in-person meetings with no optional project elements	\$
	Project Total Costs (add above lines)	\$34,000*

Contract # 2021.04.01.001
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated **July 20, 2021** for reference purposes and is executed by the City of Brea, a California municipal corporation (“City”), and **National Demographics Corporation a California S-Corporation** (“Consultant”).

RECITALS

- A. City desires to retain Consultant as an independent contractor to provide the following professional services: **Electoral Districting Services**.
- B. Consultant represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Consultant shall perform the services referenced in the Recitals and more specifically described in the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City’s satisfaction (collectively, “Services”).

2. Compensation.

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule set forth in the attached **Attachment 1 to Exhibit A**.

B. In no event shall the total amount paid for the Services exceed the all-inclusive sum of **\$48,500.00** (“Contract Amount”). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services. Consultant shall be deemed to have made all inquiries and site inspections deemed necessary by Consultant prior to execution of this Agreement.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Consultant’s invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Consultant shall invoice City on a monthly basis.

3. Contingency Work.

The parties may agree on contingency work to be provided as part of the Services. A written amendment to this Agreement shall be executed for contingency work that increases the Contract Amount by more than **10%** percent. The **City Manager, or designee**, is authorized to approve, in writing, contingency work that is below the foregoing limit. Consultant’s monthly invoice shall include a detailed description of any approved, contingency work. Any work performed by

Contract # 2021.04.01.001
PROFESSIONAL SERVICES AGREEMENT

Consultant without a written amendment or approval of the **City Manager, or designee**, shall be deemed to be work included within the Services.

4. Term.

The term of this Agreement shall commence within ten business days after receipt of Notice to Proceed (“Effective Date”). Unless extended or earlier terminated as provided herein, this Agreement shall expire upon satisfactory completion of the Services.

5. Time of Performance.

A. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing. Consultant shall commence performance within two business days of receiving City’s written notice to proceed.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term “force majeure event” means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Consultant’s lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

6. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Consultant and made available for review by City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by City.

7. Standard of Care.

Consultant’s Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall maintain all professional licenses and certifications required to lawfully perform the Services.

8. Compliance with Law.

A. Consultant shall comply with all applicable laws including Cal/OSHA requirements.

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PROFESSIONAL SERVICES AGREEMENT

B. Consultant shall obtain a City of Brea business license.

9. Assignment and Subcontracting.

A. Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Consultant's utilization of subcontractors identified in Consultant's proposal for the Services.

B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Consultant. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

10. Independent Contractor.

A. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is or shall become an employee of City.

B. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform the Services. Consultant shall perform the Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with the Services. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including

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PROFESSIONAL SERVICES AGREEMENT

eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the Services, Consultant shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

12. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Consultant shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

i. Consultant shall take out and maintain, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

a. Bodily Injury and Property Damage

b. Personal Injury/Advertising Injury

c. Premises/Operations Liability

d. Products/Completed Operations Liability

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PROFESSIONAL SERVICES AGREEMENT

- e. Aggregate Limits that Apply per Project
- f. Contractual Liability with respect to this Agreement
- g. Broad Form Property Damage
- h. Independent Consultants Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

v. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

B. Automobile Liability

i. Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

iii. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds.

iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

C. Workers' Compensation/Employer's Liability

i. Consultant certifies that Consultant is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

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PROFESSIONAL SERVICES AGREEMENT

ii. Consultant shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Consultant shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

E. Cyber Liability

If Cyber Liability is included in the Minimum Policy Limits Required below, then Consultant shall maintain cyber liability insurance providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data (as defined below); (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data.

F. Minimum Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following insurance limits are required for this Agreement:

If <input checked="" type="checkbox"/>, then required	<u>Combined Single Limit</u>
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<input checked="" type="checkbox"/> Automobile Liability	\$2,000,000 per occurrence (any auto) for bodily injury and property damage
<input checked="" type="checkbox"/> Workers' Compensation	In the amount required by California law
<input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 per occurrence

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PROFESSIONAL SERVICES AGREEMENT

- ☒ Professional Liability \$2,000,000 per claim and aggregate (errors and omissions)
- ☐ Cyber Liability \$2,000,000 per occurrence

iii. Defense costs shall be payable in addition to the limits.

iv. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

i. Consultant shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.

iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or 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 City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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PROFESSIONAL SERVICES AGREEMENT

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, 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 terminate this Agreement for cause.

iii. City may require Consultant to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

v. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

J. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors.

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PROFESSIONAL SERVICES AGREEMENT

13. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or incidental to any act, error, omission, or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents (and/or any entity or individual for whom Consultant shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by City or any of the other Indemnitees. Consultant shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Consultant shall bear legal liability) in the performance of professional services under this Agreement. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

14. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Consultant must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

15. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Consultant. In such event, City shall be

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immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, City shall pay Consultant for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Consultant may terminate this Agreement only for cause and by serving written notice of termination to City, provided Consultant has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

16. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, sourcecode, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Consultant agrees that the compensation set forth in Section 2 of this Agreement includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16.

B. Consultant hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above.

C. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its

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expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

17. Data Security.

A. As used in this Agreement, "City Data" means any and all information and data provided or made accessible, directly or indirectly, to Consultant by City, or otherwise acquired from City, in connection with Consultant's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Consultant is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Consultant use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Consultant shall protect and maintain the security of City Data using methods providing not less than the level of security Consultant uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

B. To the extent any City Data consists of personal information as defined in Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Consultant shall comply with that statute and with Civil Code Section 1798.82 including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Consultant in connection with this Agreement. Notwithstanding the foregoing, Consultant shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Consultant shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access.

C. Consultant shall not store City Data using cloud-based storage without City's prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

18. Party Representatives.

A. Consultant hereby designates **Douglas Johnson**, or such person's designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

B. City hereby designates **Victoria Popescu** or such person's designee, as the City Representative for this Agreement.

C. The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

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19. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City

City of Brea

1 Civic Center Circle

Brea, CA 92821

United States

Victoria Popescu

victoriap@cityofbrea.net

(714) 990-7756

Consultant

National Demographics Corporation

P.O. Box 5271

Glendale, CA 91221

United States

Douglas Johnson

djohnson@NDCresearch.com

(818) 254-1221

20. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

21. Conflicts of Interest.

A. Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services shall be employed. Consultant has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. 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

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from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, 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.

22. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

23. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

24. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

25. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

26. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants to provide the Services or similar services.

27. Exhibits.

The attached **Exhibit A** is incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit, the provisions of this Agreement shall govern. In the event of any conflict or inconsistency between the provisions of this Scope of Services and Specifications Requirements and the Consultant's Proposal set forth in the attached **Exhibit A**, the provisions of the Scope of Services and Specifications Requirements shall govern.

28. Entire Agreement.

This Agreement (including the attached Exhibits) represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements, promises or agreements have been made by

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any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

National Demographics Corporation

By: _____
Douglas Johnson
President
djohnson@NDCresearch.com

By: Not Required.

Date Signed: _____
CORPs: Chairperson, President, Vice President;
LLCs: Manager

Date Signed: _____
CORPs: Secretary, Asst. Secretary, Chief Finance
Officer, Asst. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Attest (if over \$25,000)

By: _____
William Gallardo
City Manager
billga@cityofbrea.net

By: _____
Lillian Harris-Neal
City Clerk
lillianhn@cityofbrea.net

Date Signed: _____

Date Signed: _____

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EXHIBIT A
Scope of Services and Specifications Requirements

1. Introduction.

A. **Location, Size, Population.** The City of Brea is located about thirty miles from Los Angeles in northeast Orange County and is at the juncture of three of California's most populous counties: Los Angeles, Riverside and San Bernardino. Within its twelve square miles, Brea's residential population is nearly 45,000 while its daytime population increases to about 120,000 as an employment, shopping, and entertainment hub.

B. **Electoral Districting Services.** The City of Brea seeks written proposals from interested and qualified individuals, teams and firms with expertise in local jurisdiction electoral districting, public outreach and communications, the federal Voting Rights Act ("FVRA"), the California Voting Rights Act ("CVRA"), mapping electoral districts and analyzing statistical and Census data and demographics, to assist the City in preparing its Draft, Recommended, and Final Districting Plans for establishing electoral districts. The scope of services includes: coordination with City staff in conducting public outreach and education; analyzing Census data and demographics; complying with the FVRA, the CVRA, and other applicable laws; and preparing all necessary districting maps depicting electoral district lines.

C. **General Information.** On May 6, 2019, the City of Brea received a notice letter from Shenkman & Hughes, P.C. ("S&H") alleging that the City's at-large election system violates the CVRA. The City and S&H subsequently executed an Extension Agreement in which S&H agreed to refrain from filing a CVRA action as long as the City took specified steps to transition to district-based elections. In accordance with the Extension Agreement, on June 20, 2019, the City Council adopted Resolution No. 2019-049, declaring its intent to transition from at-large elections for City Council to district-based elections for City Council. Pursuant to that resolution, the City Council intends to consider, within 90 days of receipt of the 2020 Census results, adoption of an ordinance to transition to district-based elections in accordance with applicable laws including Government Code Section 34886 and Elections Code Section 10010. That resolution directed staff to work with the City Clerk, City Attorney, a 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 CVRA and the FVRA. Accordingly, the City seeks a consultant to assist City staff in this undertaking.

2. Objectives.

The City desires to obtain services from a well-qualified firm to provide **Electoral Districting Services** as detailed in the Scope of Services section below.

i. **Comprehensive Review.** To obtain a comprehensive review and analysis of all relative 2020 Census data and demographics pertaining to establishing electoral districts according to all applicable current legal requirements.

ii. **Proposed Recommendations.** To obtain proposed recommendations that will meet all applicable current legal requirements pertaining to electoral districts.

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iii. **Coordinate with City Staff.** To coordinate with City staff in conducting public outreach and education.

iv. **Districting Plans.** To obtain preliminary and final districting plans to ensure full-compliance with all applicable legal requirements.

3. Scope of Services.

A. Required Services will include, but are not limited to, the following (some services may be on an “as needed” basis):

i. Work closely with City staff to meet the all current CVRA and FVRA requirements to establish Council districts, within the established timeframe;

ii. Attend City Council meetings as necessary and to assist in establishing a work plan and timeline for establishing Council Districts within 90 days of receipt of 2020 Census data;

iii. Work with City staff in developing and implementing a multilingual public outreach and education strategy, to solicit and incorporate public input;

iv. Attend all public outreach meetings in various areas of the City;

v. Assist City staff in implementing an open and transparent process that enables public consideration of, and comment on, the drawing of districting lines;

vi. Utilize mapping software and geographic information systems to draw districting lines and all necessary maps;

vii. Analyze Census data, statistics and demographics;

viii. Assist City staff in preparing the Draft Districting Plan and a Recommended Districting Plan, including a report to the City Council regarding the Recommended Districting Plan; and the implementation of the Final Districting Plan;

ix. Assure that the process, Draft Districting Plan, Recommended Districting Plan and Final Districting Plan are in compliance with the FVRA, the CVRA and all other applicable federal, state and local laws; and

x. Assist City staff as may be required in all facets of developing and implementing the Final Districting Plan

B. Meet and Confer and Presentation Requirements

i. **Meet and Confer.** Meet and confer with staff, leadership, City Council, and public as needed. In accordance with California Elections Code Section 10010, Brea estimates that several meetings will be required with City Council, staff and the public, at minimum: one (1) public hearing before the maps are drawn; two (2) public hearings after the

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maps are drawn; one (1) public hearing/workshop held on Saturday/Sunday or after 6 p.m. on a weekday; and one (1) meeting (evening) with the City Council to introduce the ordinance. Some of these meetings may be done remotely while others may require in-person meetings.

ii. **Presentations.** Make presentations to staff, leadership, City Council, and public, as needed. Include audio and visual presentations along with oral narratives. Update presentations as needed based on input received from staff.

C. Anticipated Schedule.

i. **Work Schedule.** City has proposed the following post award schedule, which is based on the number of weeks after contract award, is subject to change as mutually agreed-upon:

One week Start of Contract

Eight weeks Preliminary Electoral Districting Plan Due

Twelve weeks Final Electoral Districting Plan Due

As-needed Ongoing Services

ii. **Payment Schedule.** Payments will be made based on completion of the above milestones. Consultant may submit monthly progress payments for tangible work.

4. Additional Qualifications Requirements

A. It is anticipated that the Consultant will be able to demonstrate significant experience and expertise in the following areas: public outreach and education regarding electoral districting; the most current and up-to-date provisions of the FVRA, the CVRA, and other relevant federal, state and local laws; drawing electoral districts, including utilization of mapping software; understanding and analyzing Census data, statistics and demographic information, and using it in the districting process; and working with local governmental agencies.

B. Criteria by which the Districting Plan will be evaluated included United States Constitution, California statute and binding court precedent, including precedent of the United States Supreme Court.

End of this Exhibit

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Exhibit A
CONSULTANT'S PROPOSAL AND FEE SCHEDULE
(attached)



A Proposal for Brea
In Response To
Request for Proposals
No. 2021.04.01.001
for Electoral Districting Services

By National Demographics Corporation
Douglas Johnson, President

April 25, 2021

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B.iii. Letter of Transmittal

April 25, 2021

Thank you for the opportunity to provide this proposal to Brea. NDC has more than 40 years of experience districting and redistricting hundreds of cities, school districts and other local jurisdictions across California, similar work for Anaheim, Fullerton, Placentia, Orange, Westminster, Buena Park, Stanton, Los Alamitos, Lake Forest, Dana Point, La Mirada, Corona, Eastvale, Jurupa Valley, Rancho Santiago Community College District, numerous school districts across Orange County (a full client list is available at www.ndcresearch.com/clients/). We welcome the opportunity to bring the firm's expertise and skills to assist the City.

For each project, there are certain required basic elements, and there are several options that the City can include or leave out at its option. NDC carefully tailors each project to the needs and goals of the individual client partner. NDC also welcomes the opportunity to work with our clients to encourage public participation in this process, as we offer several tools developed specifically for public engagement in districting and redistricting.

This firm and irrevocable offer consists of a brief introduction; specific proposed project elements and options; timeline and cost information; conclusion; and signature section. NDC looks forward to working with you on this effort. Please call or email anytime if you have any questions, concerns, or requests regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas Johnson", written in a cursive style.

Douglas Johnson
President



C.i. Background and C.ii. Experience and C.iii. Qualifications

Brief History of National Demographics Corporation

NDC has served hundreds of local governments since our founding in 1979. 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); the California counties of Merced, San Bernardino, and San Diego; the San Diego Unified School District; the City of Oakland; Yuma County (Arizona); the Arizona cities of Glendale, Mesa, Peoria, Phoenix, and Surprise; and relatively smaller jurisdictions such as the City of Bradbury and Clay Elementary School District.

The company is especially well known for its districting and redistricting work with local governments. NDC has established a reputation as the leading demographic expert on the California Voting Rights Act (CVRA), having performed demographic assessments of potential CVRA liability and/or moves to by-district elections for over 350 jurisdictions. No company has been responsible for addressing the electoral demographic needs of more local governments, as NDC has districted and/or redistricted more than 250 counties, school districts, cities, water districts, and other local jurisdictions.

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 California and Federal Voting Rights Act 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.

Partnership

In recognition of the vital role these groups play in informing and assisting their members, NDC is a sponsor of the California League of Cities, the California Special Districts Association, and we are currently finalizing our sponsorship of the California School Boards Association and the California Association of Counties.

For years, NDC has frequently appeared on panels organized by these organizations to share information with their members about the California Voting Rights Act, the Census, and the districting and redistricting rules and process.

NDC also assists the League of Cities and CSBA with negotiations and suggested language for legislation on districting/redistricting and the California Voting Rights Act.

Local Leadership and NDC's Non-Partisan Approach

NDC is an advisor and technical resource. The firm's role is to assist our clients in implementing our clients' goals and directions within the complicated demographic and legal constraints of the 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 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, though NDC is currently experimenting with a possible move to ESRI's "Story Maps" for some presentations.

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 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.

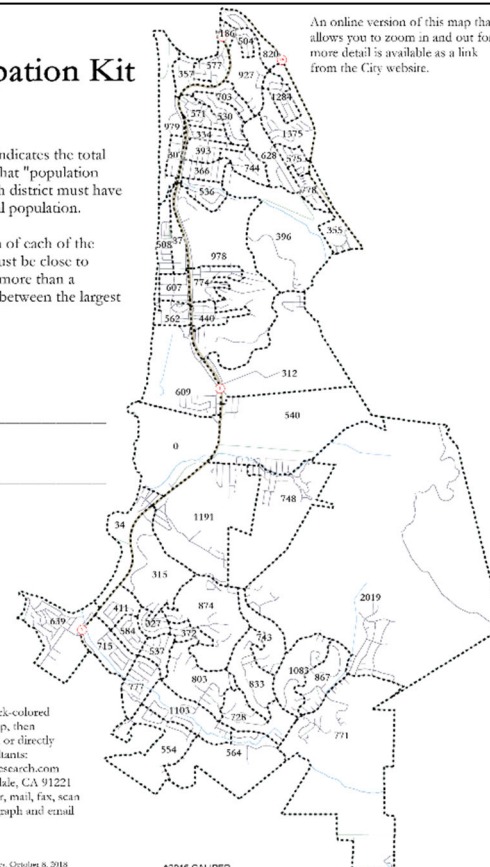
The population of each of the five districts must be close to 7,447, with no more than a 745 difference between the largest and smallest.

Name: _____

Phone or email: _____

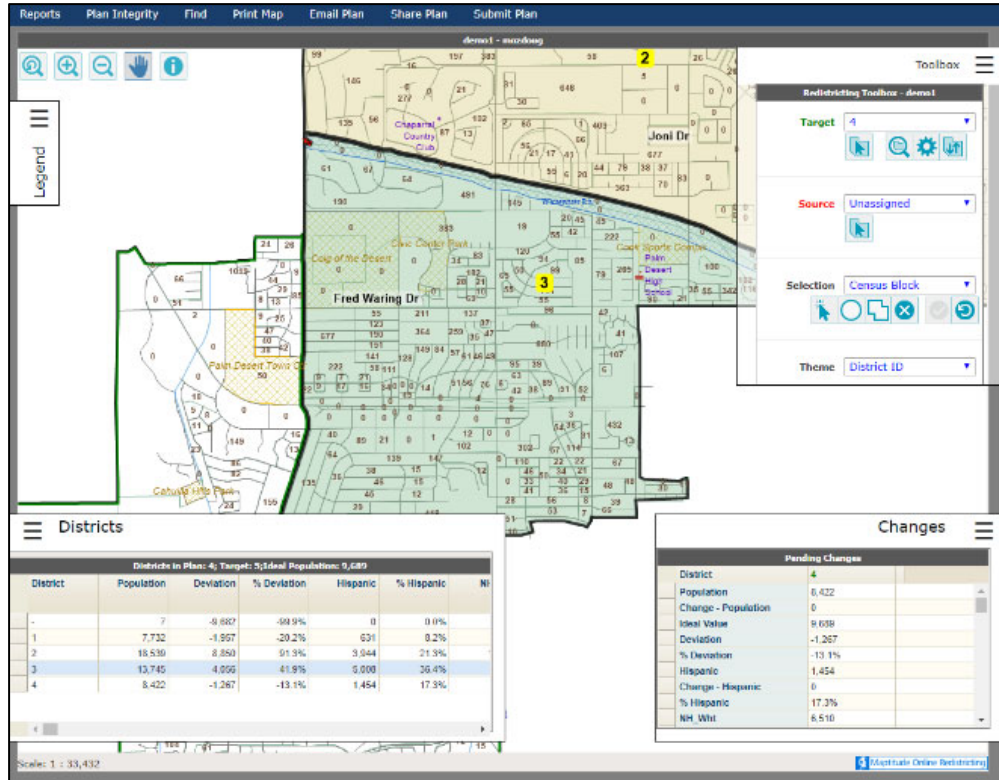
Please use a thick dark-colored pen to draw your map, then submit it at City Hall or directly to our project consultants:
 Submission@NDCresearch.com
 P.O. Box 5271, Glendale, CA 91221
 You can hand-deliver, mail, fax, scan and email, or photograph and email your map.

National Demographics, October 8, 2018 #2016 CALIPER

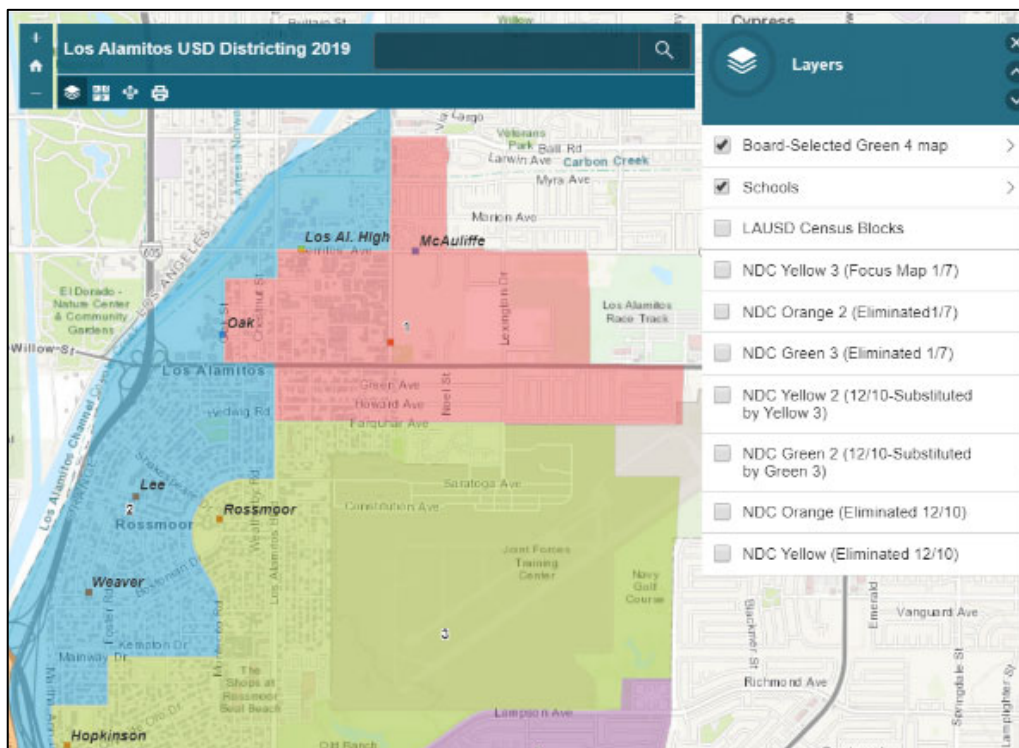


An online version of this map that allows you to zoom in and out for more detail is available as a link from the City website.

Sample Online Mapping Tool



Sample NDC “Interactive Review Map” (used to view and evaluate, not to draw, 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. And each NDC project has an NDC Consultant or Senior Consultant as a primary point of contact to ensure seamless information flows and continuity. All NDC project leaders are a fully trained Consultants or Senior Consultants with years of experience working with local government elected leadership and top staff members. Each NDC team leader 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 resumes are available on www.ndcresearch.com/about-us/.

NDC Current Organization Chart

NDC President	Douglas Johnson, Ph.D.
NDC Vice President	Justin Levitt, Ph.D.
Senior Consultants	Shalice Tilton Robert McEntire, Ed.D. Jeff Tilton, Ed.D.
Consultants	Kristen Parks Daniel Phillips, Ph.D. Shannon Kelly Jeff Simonetti Todd Tatum Ivy Beller Sakansky Douglas Yoakam
Records Manager	Michele Lewis

Recognition of 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
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"

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



National Demographics Corporation

Expert Witness and Litigation Consultant

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 Testimonials

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

"Our decision to work with National Demographics came out of our extraordinary city-wide success in 2015 with their work designing the original districts. I think anyone who participated in that process realized that the technical solutions they created opened access to literally dozens of people creating their own maps and it created a vibrant process."

Santa Barbara City Attorney Ariel Calonne

"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."

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)



National Demographics Corporation

“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.

Impeccable 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.

Ms. Jennifer Fitzgerald, Mayor, City of Fullerton. 303 W. Commonwealth Avenue. Fullerton, CA 92832. (714) 402-3106. jennifer@curtpringle.com.

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.

Ms. Isabel Montenegro. Administrative Assistant. Inglewood Unified. 401 South Inglewood Avenue, Inglewood, CA 90301. 310-419-2799. imontenegro@inglewood.k12.ca.us.

Ms. Pam Abel. Superintendent. Modesto City Schools. 426 Locust Street. Modesto. CA 95351-2631. (209) 574-1616. able.p@mcs4kids.com.

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.

Judge Hugh Rose (retired). Chairman. City of Modesto Districting Commission. 508 King Richard Lane. Modesto. CA 95350. Phone (209) 522-0719. Email: hhrose@hotmail.com.

Ms. Lucinda Aja. City Clerk, City of Buckeye, Arizona. 100 N Apache Rd, Suite A, Buckeye, AZ 85326. Phone (623) 349-6007. Email: laja@buckeyeaz.gov.

Summary Scope of Work

NDC tailors each project to the needs and goals of each jurisdictions. Below is a typical NDC-suggested timeline and description of project elements.

The dates provided below are general guidelines and will vary according to the goals, project choices, and deadlines of each jurisdiction.

This timeline is subject to change based on ongoing changes in the date when official population data will be available and possible changes in state deadlines.

April – May	Project Planning and decisions on public mapping tools, whether to use a commission, and other project options. Begin project communications and outreach.
May – September	Any mapping tools prepared with preliminary population data; initial pre-draft-map hearing(s) held.
October – January	Census data received and processed; draft maps prepared, considered, and revised (in hearings and, if desired, less formal public workshops)
January – April	Final plan revisions made and plan adopted and implemented.

Detailed Project Scope of Work

April – May, 2021: Project Planning and Initial Outreach

- NDC works with the jurisdiction to prepare a detailed project timeline of expected outreach efforts, public forums, formal hearings, draft map dates, and final map adoption dates.
- NDC works with the jurisdiction staff (or contract specialized outreach staff – see notes below about that option if interested) to prepare a project outreach plan for all steps of the process covering target audiences, contact lists, social media efforts, any potential postcard mailings, utility bill inserts, flyers for distribution at schools, media briefings, and community group contacts.
- Decide what public mapping tool(s) to provide, if any.
- Decide whether to use a commission.

- e. Create the project website: NDC will provide advice and text for the jurisdiction's website, or as an optional project element NDC will build a project website that the jurisdiction can simply link to from the jurisdiction site.
- f. NDC will work with jurisdiction and County Registrar staff to confirm GIS boundaries and to identify and include in our redistricting database any available GIS data that NDC and the jurisdiction identify are likely to be useful as mapping references for NDC, the public, and for the jurisdiction.
- g. Project outreach begins with initial alerts and 'invitations to participate' sent out to the general public, to overlapping jurisdictions, and to community organizations.

May – September, 2021: Initial Data Analysis and Initial Hearings / Forums

- h. NDC prepares total population estimates for use in initial hearings and any public mapping tools.
- i. NDC adds socio-economic data from the Census Bureau's American Community Survey to the state demographic data.
- j. NDC prepares a report regarding the demographics of the jurisdiction, including maps of "protected class" population concentrations and other socio-economic data often referenced in redistricting (such as income, education levels, children at home, language spoken at home, renters / homeowners, and single-family / multi-family residences).
- k. NDC report is circulated to the jurisdiction and into the project outreach messaging.
- l. Hearings / Forums: NDC presents an overview of the redistricting laws and criteria, jurisdiction demographics and opportunities for public input.
- m. The project timeline and outreach plan are presented to the public for comments and feedback, along with a request to the public to provide guidance on what residents consider key neighborhoods, communities of interest, and other project-related regions in the jurisdiction.
- n. If the optional public mapping tools and/or Public Participation Kit are included in the project, their use is demonstrated to the public.

- o. If the optional public mapping tools and/or Public Participation Kit are included in the project, NDC provides email and phone support for any residents with questions regarding their use.
- p. If the optional public mapping tools and/or Public Participation Kit are included in the project, at the jurisdiction's option additional public forums on the use of those tools can be provided.
- q. Outreach efforts continue with messaging to the public, with special focus on community groups with an interest in the redistricting.

October – January, 2021: Draft Mapping Time

- r. 2020 Census total population counts released and California Statewide Database completes "prison adjustments" of the data. Total population counts in outreach materials and mapping tools are updated with the official Census data.
- s. Outreach efforts continue with messaging reminding the public of the opportunity to provide written or mapped input on how the maps should be drawn and welcoming any maps residents wish to submit.
- t. The public deadline for submitting any initial draft maps will be approximately seven days prior to the official deadline to post all draft maps online (to provide NDC time to process any draft maps received, and for NDC to develop our own two to four initial draft maps).
- u. All outreach channels are used to inform the public about the opportunity to submit draft maps and to encourage participation in the review of the upcoming draft maps.
- v. NDC processes all public draft map submissions, drafts NDC's draft maps, summarizes all of the draft maps. The maps, related demographics, and summaries are provided by NDC in web-friendly formats. These process maps are posted on the project website and on the NDC-provided interactive review map.
- w. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the draft maps.
- x. The jurisdiction holds a hearing to review the draft maps, narrow down the list of initial draft maps, and provide direction on any desired new or revised maps.

- y. Time provided for the public to submit any new maps and for NDC to provide maps based on the direction at the hearing. During this time, additional outreach is conducted to inform interested residents and community groups of the selected 'focus maps' and the remaining opportunities to participate in the process.

January – April, 2022: Map Adoption

- z. Any new or revised maps, related demographics, and summaries are posted on the project website.
- aa. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the remaining maps.
- bb. One or more hearings are held to continue the review and refinement of the focus maps and, ultimately, adopt the final map.
- cc. Outreach continues to inform residents and community groups of the progress of the project, opportunities for future participation, and, ultimately, which map is adopted.
- dd. Following map adoption, NDC coordinates map implementation with the County Registrar, informing the jurisdiction staff of the progress, any issues, and ultimate completion of that work.
- ee. NDC works with the jurisdiction staff to ensure preservation of all project data and records, including GIS-format versions of the adopted map.

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.

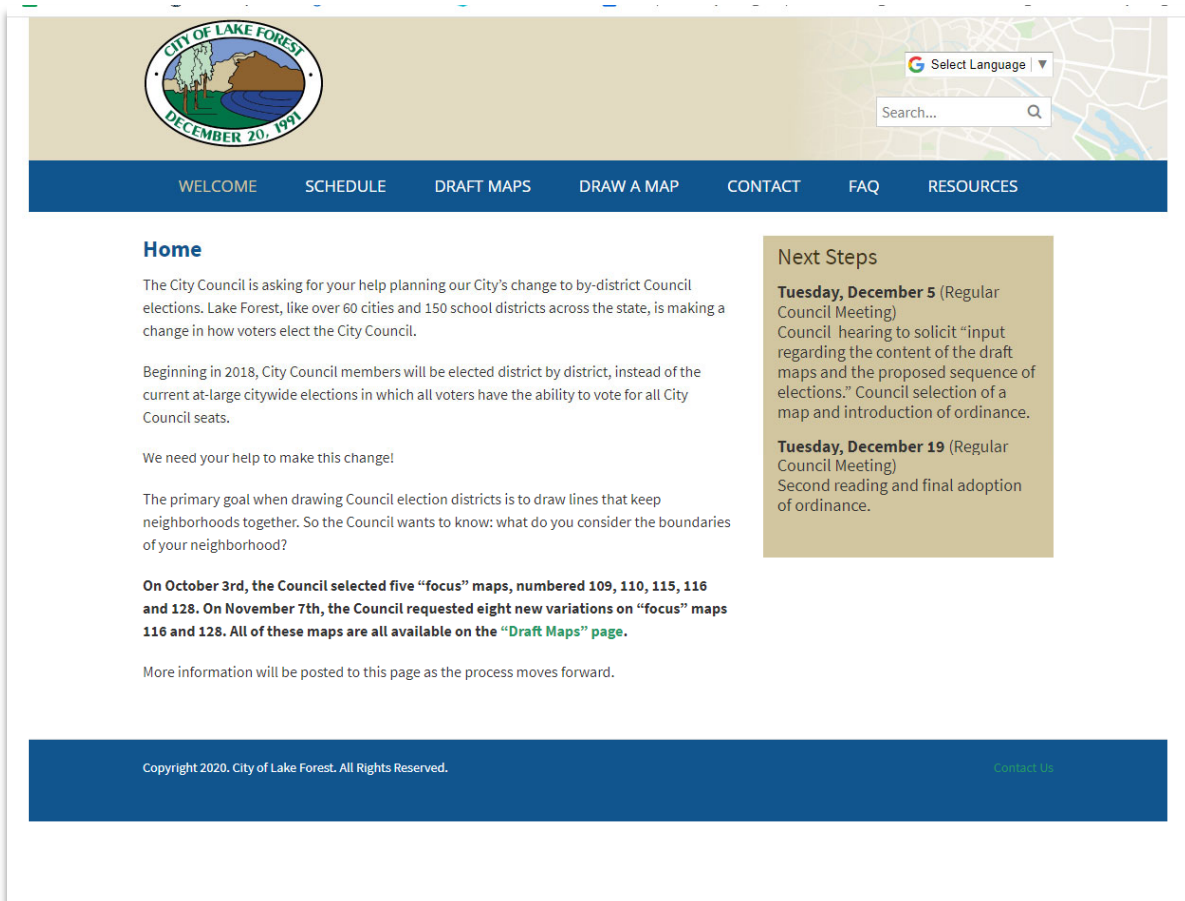
Outreach Assistance

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 (visit to see one such site – though note that site was created prior to passage of the new AB849 requirements).

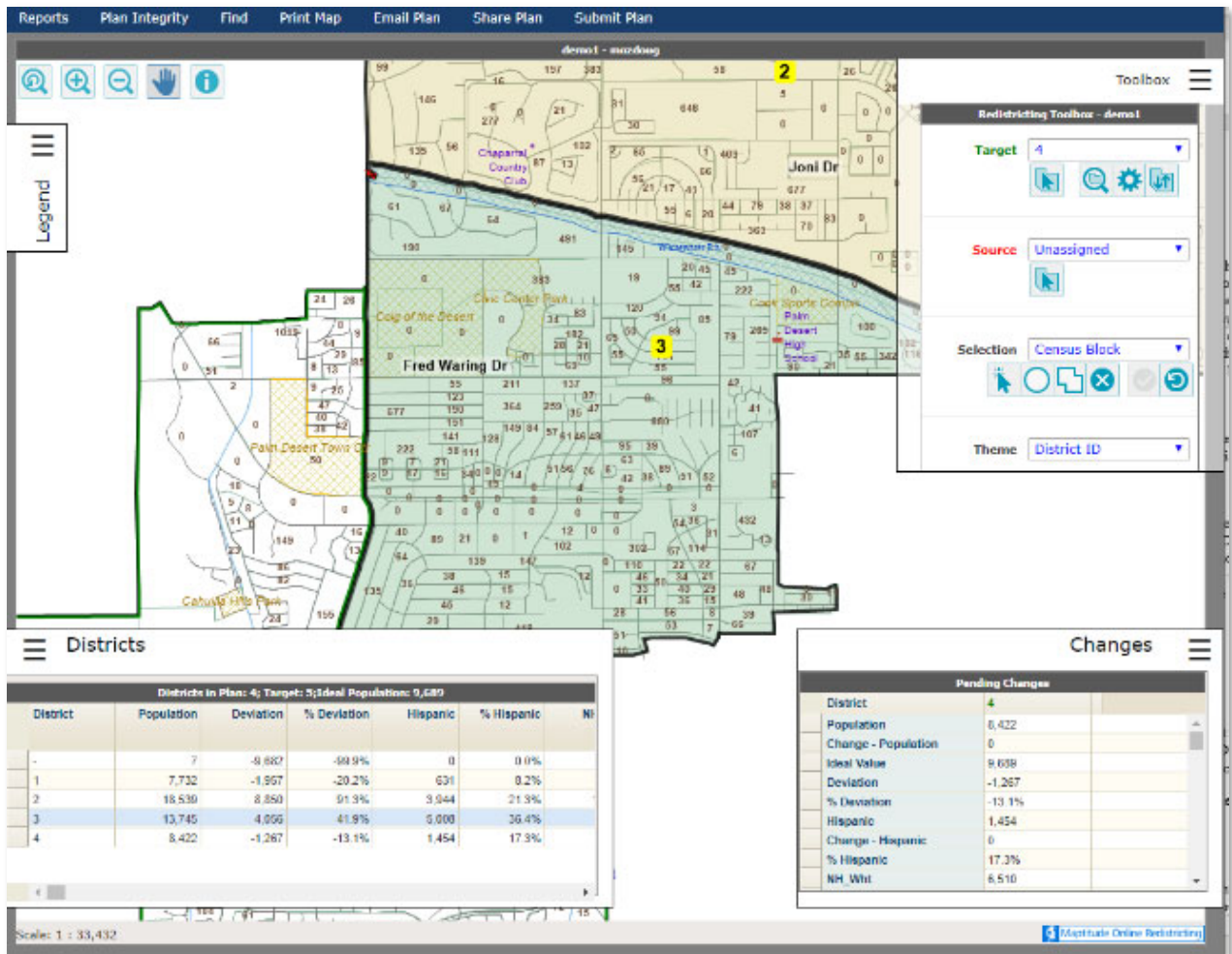


Background on Online Mapping Tool Options

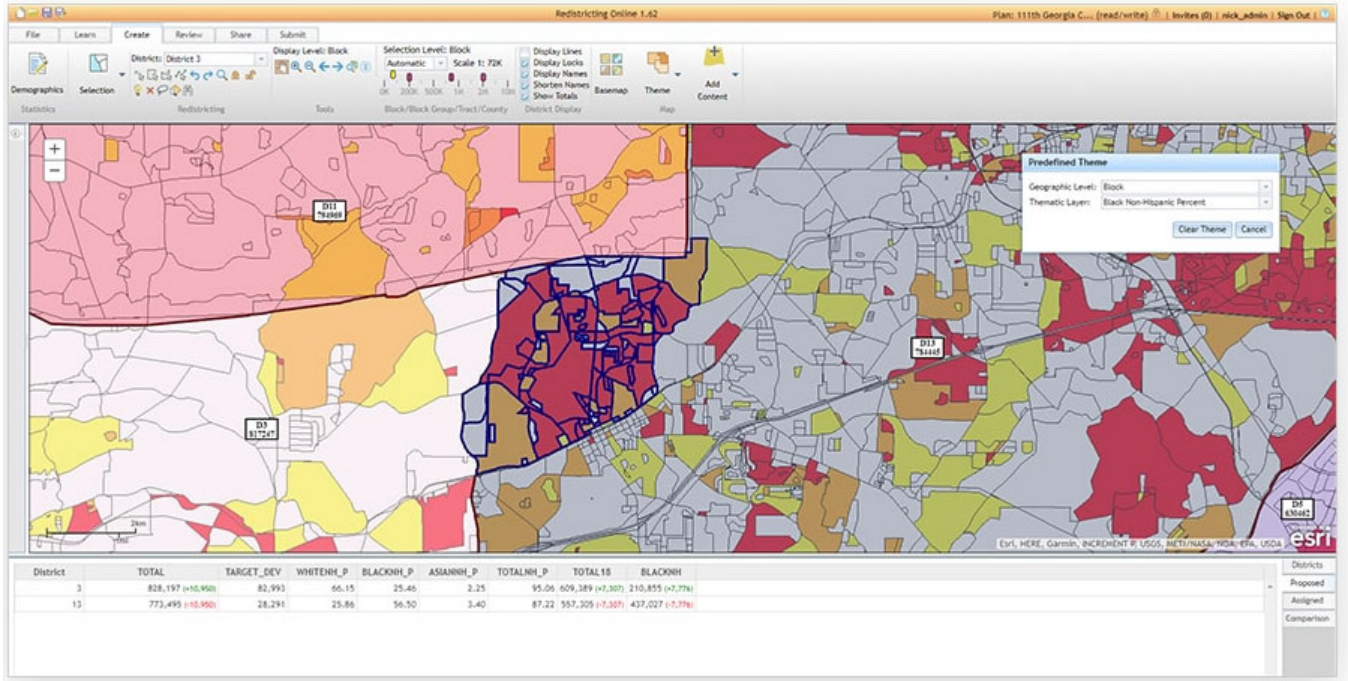
NDC is the unmatched leader in redistricting tools that empower residents to review draft maps and to develop and submit their own map proposals. NDC is the only firm that has used the online mapping solutions from both ESRI and Caliper Corporation in major redistricting projects.

Only NDC has repeatedly 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 for an online interactive system that allows public to draw and submit proposed maps through a standard web browser.

In the more than 200 California local districting projects between 2012 and 2020, NDC is the only consultant providing clients access to Caliper Corporation's "Maptitude Online Redistricting" tool. Even with the technical challenges arising from such tools' power and flexibility, NDC's training and encouragement frequently results in 10, 20, 30 or more different maps drawn by residents of the school district or city providing that tool to its residents.



The other primary public mapping tool currently on the market is ESRI's online districting tool. While easy to use, the ESRI product costs significantly more. As a result, traditionally only the largest jurisdictions have been able to afford it.



When it is time to start the project, NDC will work with each interested client to determine which, if any, online mapping tool best meets the goals and budget of the jurisdiction.

Paper- and Excel-based Public Mapping Tools

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.” Each “Kit” includes two formats.

The first, and most simple, Kit is a 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/>.

The second form of offline mapping tool is for those residents who do not want to deal with an online mapping tool, but who are already comfortable with Microsoft Excel. NDC provides a similar simple one-page map of those same “Population Units,” but this time the map shows the Unit ID number rather than the population count in that Unit. Residents then enter their preferred district assignment for each Population Unit into the pre-formatted Excel spreadsheet (also available on the Lake Forest website), and Excel calculates the total population and demographics of each District. When the resident has the map the way they like it, they simple email in the Excel file.

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.

National Demographics, October 8, 2018 #2016 CALIPER

Project Pricing

1. **Basic Project Elements** (covers everything except for per-meeting and optional expenses):..... \$ 23,500

2. **Per-Meeting expense:**

- In-person attendance, per meeting \$ 2,750
- Virtual (telephonic, Zoom, etc.) attendance, per meeting..... \$ 1,250

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 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 \$ 4,500

b) Public mapping tool options:

- ESRI Redistricting *
- Caliper-centered system including all elements below \$ 14,000
 - “Maptitude Online Redistricting” (MOR)
 - Tuft University’s “DistrictR” (a simple neighborhood mapping tool)
 - Public Participation Kit paper- and Excel-based mapping tool

c) DistrictR without MOR or ESRI \$ 6,500

d) Public Participation Kit mapping tool without MOR or ESRI..... \$ 3,500

e) Working with independent or advisory redistricting commission no additional charge

f) Additional outreach assistance.....separately contracted

* ESRI prices its software on a jurisdiction-by-jurisdiction basis. The lowest prices we have seen are \$80,000 and up. If that is an option the jurisdiction would like to pursue, NDC will request a specific price for your jurisdiction from ESRI.



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.

Additional Analysis

NDC is happy to assist with any additional analysis that 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.

Requested Payment terms:

NDC requests that one-half of the “Basic Project Elements” be paid at the start of the project and any “optional project element” costs be paid at the time those tools are launched; and the balance of the project costs be paid at the conclusion of the project.

Conclusion

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

- NDC has more experience in the field of municipal political election systems than any other company.
- 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.
- NDC, founded in 1979, has a demonstrated record of financial solvency.
- NDC's hardware and software resources were specially designed and acquired for districting and redistricting purposes.
- NDC's highly respected personnel have impeccable credentials in each aspect of the districting and redistricting processes.
- NDC's suggested approach has been tested in many jurisdictions.
- Any NDC client can be contacted for testimonials and reference.
- NDC has demonstrated experience over many years in working with the press and media on local election system issues.
- Neither the Justice Department nor any Court has ever rejected any of over 350 local government maps adopted through NDC-managed districting and redistricting projects.

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.



Proposal Acceptance

The terms of this proposal are available for 90 calendar days from its delivery to you. In most situations, NDC is open to extending that period of time to meet any particular needs of your jurisdiction.

If your jurisdiction has specific contract and/or letter of agreement language you prefer to use, please provide it and ignore the signature block below. If you prefer, simply sign two copies of this proposal in the signature block below and return them to NDC. Once signed by NDC, one copy will be returned to you.

Thank you.

For National Demographics Corporation

For Brea

Douglas Johnson, President

Date

Date

Appendix

Resumes of NDC President Dr. Douglas Johnson and Vice President Dr. Justin Levitt are attached.

A client list and resumes of all NDC team members are available at www.ndcresearch.com/about-us/.

Douglas Mark Johnson

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djohnson@NDCresearch.com

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office: (909) 624-1442
fax: (818) 254-1221

Employment

President, National Demographics Corporation, 2006 – present.
Senior Analyst, National Demographics Corporation, 2001 – 2006.
Fellow, Rose Institute of State and Local Government, 2001 – present.
Project Manager and Senior Manager at three internet startup companies, 1999 - 2001.
U.S. Representative Stephen Horn, Legislative Director and System Manager. 1993 – 1997.
Coro Foundation, Fellowship in Public Affairs. 1992 – 1993.
Rose Institute for State and Local Government, Student Manager. 1989 – 1992.

Education

Claremont Graduate University, Ph.D. in Political Science, 2015. Dissertation: “Independent Redistricting Commissions: Hopes and Lessons Learned.”
UCLA Anderson Graduate School of Management, MBA, 1999.
Claremont McKenna College, BA in Government (Political Science), 1992.

Academic Honors

Graduated Cum Laude from Claremont McKenna College.
Phi Beta Kappa. Philip Roland Prize for Excellence in Public Policy.

Publications and Articles

Christian Science Monitor “Let the public help draw voting districts,” October 25, 2013.
New York Times, "The Case for Open Primaries," February 19, 2009.
Los Angeles Times Opinion Articles:
 “A neighbor’s help on redistricting” June 24, 2007.
 “A Trojan horse primary for the GOP” February 25, 2007.
 “Where a porn palace stood” (article on redevelopment), July 30, 2006.
Fresno Bee Opinion Article: “The Poison Handshake” June 15, 2004.
Redistricting in America. Rose Institute of State and Local Government, 2010.
Restoring the Competitive Edge: California's Need for Redistricting Reform and the Likely Impact of Proposition 77. Rose Institute of State and Local Government, 2005.
"Competitive Districts in California" Rose Institute of State and Local Government, 2005.
Latinos and Redistricting: “Californios For Fair Representation” and California Redistricting in the 1980s. Rose Institute of State and Local Government, 1991.

Speaker or Panelist

California School Board Association Annual Education Conference panelist: “The California Voting Rights Act: What Board Members Must Know.” December 4, 2015.
Associated Cities of California – Orange County, Keynote Speaker, Newly Elected Officials’ Reception and Dinner, “The California Voting Rights Act,” January 29, 2015.
California League of Cities, City Manager Department, 2015 Department Meeting: “Opportunity to Engage Residents: The California Voting Rights Act.” January 29, 2015.
California League of Cities, City Clerk Department, 2014 Annual Meeting: “Whose Line Is It Anyway: Making the transition from at-large to by-district elections.” September 3, 2014.
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2007 Spring Forum, "The Arizona Independent Redistricting Commissions' experiences with the first-ever independent redistricting."
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2008 Spring Forum, "Communities of Interest In Redistricting: A Practical Guide."

Douglas Mark Johnson

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2009 Fall Forum, "The Key to Successful Redistricting."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2010 Spring Forum, "Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2011 Winter Forum, "Citizen Voting Age Data from a line-drawer's viewpoint."

Luncheon Keynote Speaker, Santa Barbara's Channel Cities Club, "California's next experiment: independent, public redistricting," January 18, 2011.

Annual Conference, Arizona League of Cities and Towns, Presenter at "Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011," August 25, 2010.

Redistricting, The 2010 Census, and Your Budget, Sponsored by the Rose Institute of State and Local Government, California League of Cities, October 15, 2009.

Arizona Election Law 2010 Continuing Legal Education Conference, "Communities of interest and technology in redistricting," sponsored by the Arizona State Bar Association, March 2010

California's New Independent Redistricting Commission, sponsored by the Irvine Foundation and the California Redistricting Collaborative, December 15, 2009

Tribal Association of Sovereign Indian Nations (TASIN) Legislative Day 2009, "The 2010 Census and 2011 Redistricting in California," December 2, 2009.

California School Board Association, "Litigation Issues and the California Voting Rights Act," December 4, 2009.

California Latino School Boards Association, "Introduction to the California Voting Rights Act," August 20, 2009.

Building a National Reform Movement, Salt Lake City, Utah, 2006, conference on redistricting reform hosted by the League of Women Voters, Campaign Legal Center, and The Council for Excellence in Government

Texas Tech University, "A Symposium on Redistricting," May, 2006

California League of Cities, "Introduction to the California Voting Rights Act."

Voices of Reform, a project of the Commonwealth Club of San Francisco: multiple forums on redistricting and / or term limits, 2006 – 2007

Classroom speaker at Pepperdine University, the University of La Verne, Pomona College and Claremont McKenna College

Justin Mark Levitt

P.O. Box 5271
Glendale, CA 91221
jlevitt@NDCresearch.com

mobile: (480) 390-7480
office: (818) 254-1221
fax: (818) 254-1221

Employment

Vice-President, National Demographics Corporation, 2012 – present.
Senior Analyst, National Demographics Corporation, 2003 – 2011.
Instructor in Political Science, University of California, San Diego, 2012 – present.
Graduate Research Fellow, Center for US-Mexico Studies, 2010 – present.
Graduate Research Fellow, University of California, San Diego, 2008 – 2010 and 2013 – 2014.
Jesse M. Unruh California Assembly Fellow. 2006 – 2007.
Rose Institute for State and Local Government, Student Manager. 2005 – 2006.

Education

University of California, San Diego, Ph.D. Political Science, 2016. Dissertation title: “The Impact of Geographic Patterns on Tradeoffs in Redistricting.”
Claremont McKenna College, BA in Philosophy, Politics and Economics (PPE), 2006.

Academic Honors

California Studies Fellow, University of California, San Diego, 2007 – 2009
Graduated Cum Laude from Claremont McKenna College.

Publications and Conference Presentations

Settle, Jamie, Robert Bond, and Justin Levitt. 2011. “The Social Origins of Adult Political Behavior.” *American Politics Research*. 39 (2). 239-263

Miller, Kenneth and Justin Levitt. 2007. “The San Joaquin Valley.” In The New Political Geography of California. Eds. Frederick Douzet, Thad Kousser, and Kenneth Miller. Berkeley: Institute of Government Studies.

“The Political Geography of Tradeoffs in Redistricting” Paper presented at the State Politics and Policy Conference, Iowa City, IA, 2013

Getting What You Want: A Bargaining Approach to Fair Division in Redistricting. Paper presented at the “Challenging Urban Borders : the geopolitics of immigration and segregation” workshop, Berkeley, CA, 2013 and the State Politics and Policy Conference, Houston, TX, 2012

“An Atlas of Public Health in Mexico” (with Alberto Diaz Cayeros). Paper presented at the Hewlett Foundation Conference on Public Health, Mexico City, DF. 2012

“Remoteness and the Territoriality of Public Health” (with Alberto Diaz Cayeros). Paper presented at the American Political Science Association conference, Seattle, WA. 2011

“Initiatives as revealed preferences” Paper presented at the American Political Science Association conference, Seattle, WA. 2011

“No Se Puede: Latino Political Incorporation in Phoenix.”. Paper Presented at the New Political Geography of California conference, Berkeley, CA., 2009

Justin Mark Levitt

“Political Change in the Central Valley”. Paper Presented at the Western Political Science Association conference, Las Vegas, NV.,2007

Working Papers

Hill, Seth, Thad Kousser, Alex Hughes, and Justin Levitt. ND. *“How Competitiveness Shapes Infrequent Primary Voters Response to Receiving a GOTV Mailer.”*

Diaz-Cayeros, Alberto and Justin Levitt. ND. *“Remoteness and the Territoriality of Public Health.”*

Levitt, Justin. ND. *“Getting What You Want: A Bargaining Approach to Fair Division in Commission-led Redistricting.”*

Teaching Experience

California State University, Long Beach, Department of Political Science

Adjunct Professor—POSC 327 (Urban Politics)	Spring 2016-Present
Adjunct Professor—POSC 229 (Cases in Policy Analysis)	Present
Adjunct Professor—POSC 412 (Law and Social Change)	Spring 2016-Present
Adjunct Professor—POSC 399 (California Politics Short Course)	Present

University of California, San Diego, Department of Political Science

Co-Instructor—UPS 170 (Regional Governance Reconsidered)	Spring 2015
Instructor—Poli 100A (The Presidency)	Fall 2014
Instructor—Poli 160AA (Introduction to Public Policy Analysis)	Fall 2013
Instructor—Poli 10 (Introduction to American Politics)	Summer 2013



Redistricting with Tripepi Smith

By-district elections are becoming increasingly common in local government agencies throughout California. The California Voting Rights Act, passed in 2001, was the impetus for much of this change. Today, more than 300 local government agencies have districts of some form, and the number continues to rise as local government agencies are compelled to settle lawsuits or avoid legal battles.

About Tripepi Smith and Our Redistricting Team

Tripepi Smith is a team of 23 communications experts—robust enough to offer experienced and effective professionals for the job, yet small enough to be nimble and responsive. Tripepi Smith offers a spectrum of skills that allows us to match the appropriate resource to the task at hand, letting us execute faster and reduce engagement costs. These resources vary by both years of experience and core hard skills (public policy versus graphic design versus videography versus writing versus social media, for example).

Tripepi Smith is experienced in helping local governments execute community education and outreach initiatives for district formation and redistricting processes. We have worked extensively with agencies on their district public forums, created districting information portals and organized a [conference on local redistricting](#) for nearly 200 local government practitioners.

The combined talent of our policy experts, in-house design team and videographers delivers professional communications that make our clients proud and better inform the public about this complex process. Tripepi Smith has the skills and experience to help local governments implement successful outreach strategies for district formation and redistricting outreach. The team's skills and certifications range from excellent written communication skills to Tableau for data analytics to Google Ads to event planning and project management.

Tripepi Smith Redistricting Services

California State law has identified outreach as a core component of the redistricting process. The Tripepi Smith team can provide jurisdictions with some or all of the following services:

Project Management

Tripepi Smith can facilitate all project calls for this engagement and create a living agenda to manage the efforts and timing between the demographer, legal counsel, City and Tripepi Smith from the beginning of the outreach process to the map adoption.

In-Person Meetings

If possible with COVID-19 limitations, Tripepi Smith can coordinate with City staff to identify venues and dates to host in-person workshops and meetings to seek public feedback on new district lines and provide information on map-drawing tools. Tripepi Smith can devise an agenda, facilitate discussions, document community feedback and promote positive engagement around the process. Additionally, Tripepi Smith can provide graphic design services to create bilingual PowerPoint decks for the presentations and flyers for attendees. We can coordinate simultaneous translation with local partners.

Tripepi Smith can also facilitate recording the meetings and provide videos, with any relevant slides interspersed and closed captions. These videos would likely fulfill the requirement to post a summary of the meeting.

Virtual Meetings

Tripepi Smith can also coordinate and facilitate virtual meetings and workshops to seek public feedback and educate residents on map-drawing tools. Tripepi Smith can also work with City staff to promote the meetings and to leverage our identified outreach and advertising work to promote meeting participation. Our videographers can process recordings of the meetings to fulfill posting requirements.

Press Release/News Article for Website

Tripepi Smith can draft press releases on the jurisdiction's redistricting efforts and manage media relations to promote each step in the redistricting process reaches local and broad-reaching media.

Creation and Updates to Bilingual Redistricting Website

Tripepi Smith can create and maintain a bilingual redistricting website or subpages in coordination with the demographer. The website/pages would include resources for the community, including all required information about meetings and draft maps.

Social Media Support

Tripepi Smith can create bilingual copy and graphics for social media posts about the redistricting process, as well as boost posts (paid advertising) on Facebook and Instagram to help spread the word about meetings and solicit public commentary.

Get in touch with Tripepi Smith President Ryder Todd Smith
(626.536.2173 | Ryder@TripepiSmith.com) to start planning.

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

STANDARD FORM A
NON-COLLUSION AFFIDAVIT FORM

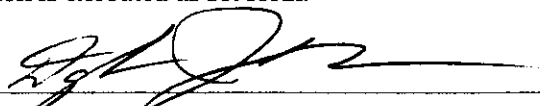
Note: To be executed by Offeror and submitted with Offer.

State of California
(the State of the place of business)
County of Los Angeles
(the County of the place of business)
Douglas Johnson, being first duly sworn, deposes and
(name of the person signing this form)
says that he/she is President of
(title of the person signing this form)
National Demographics, Inc., the party making the foregoing offer
(name of offering company)

that the offer is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the offer is genuine and not collusive or sham; that the OFFEROR has not directly or indirectly induced or solicited any other offeror to put in a false or sham offer; that the OFFEROR has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham offer, or to refrain from offering; that the OFFEROR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the offer price of the OFFEROR or any other offeror, or to fix any overhead, profit, or cost element of the offer price, or of that of any other offeror; that all statements contained in the offer are true; and, the OFFEROR has not, directly or indirectly, submitted his or her offer price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham offer, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of an OFFEROR that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the OFFEROR.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed as set forth.

Signature: 
Name/Title Douglas Johnson, President
Date: April 25, 2021

Notary is not required for this offer.

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

STANDARD FORM B
REFERENCES FORM

National Demographics, Inc.
(Offeror's Company Name)

Provide current business references for whom your company has provided similar services. Provide very brief description of the Project services your company provided to the reference. **Any unsatisfactory references or past unsatisfactory work performance with City may result in Offeror being deemed non-responsive and non-responsible, and may eliminate Offeror from further consideration (Brea Municipal Codes 3.24.020)**

1. Company Name	City of Corona
Address, City, State, Zip	400 S Vicentia Avenue. Corona. CA 92882-2187
Contact's Name & Title	Darrell Talbert, City Manager
Contact's Phone #	951.279.3670
Contact's Email	Darrell.Talbert@ci.corona.ca.us
Project	Council districting
Completion Date & Value	2016, \$64,000
2. Company Name	San Mateo County
Address, City, State, Zip	400 County Center. 6th Floor. Redwood City. CA 94063
Contact's Name & Title	David Silberman. Deputy County Counsel
Contact's Phone #	650-363-4749
Contact's Email	dsilberman@smcgov.org
Project	Supervisory redistricting
Completion Date & Value	2013, \$63,000 (also hired for 2021 redistricting)
3. Company Name	Los Nietos School District
Address, City, State, Zip	8324 S. Westman Ave., Whittier, CA 90606
Contact's Name & Title	Jonathan Vasquez, Superintendent
Contact's Phone #	(562) 692-0271
Contact's Email	jonathan_vasquez@lnsd.net
Project	School board move to by-trustee-area elections
Completion Date & Value	2020, \$29,000
4. Company Name	City of Placentia
Address, City, State, Zip	401 E Chapman Avenue, Placentia, CA 92870
Contact's Name & Title	Damien Arrula, City Administrator
Contact's Phone #	(714) 993-8117
Contact's Email	darrula@placentia.org
Project	City Council districting
Completion Date & Value	2018-2020, \$51,000

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

STANDARD FORM C
SUBCONTRACTORS LIST-STANDARD FORM

National Demographics, Inc.

(Offeror's Company Name)

Provide the information requested below. Duplicate this form as necessary to complete list.

☒ Check this box, if no subcontractors are to be used for any of the proposed work.

1. Company Name	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	
2. Company	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	
3. Company	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

STANDARD FORM D
STATEMENT OF COMPLIANCE OR EXCEPTIONS FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

National Demographics, Inc.
(Offeror's Company Name)

Select one:

X No Exceptions

By checking the above box, Offeror declares its Offer was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement.

With Exceptions

By checking the above box, Offeror declares its Offer was prepared in consideration of but with exceptions to one or more of the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement, in which case **Offeror must provide a detailed list for all such exceptions in the following format.**

Section Page #	Term, Condition, Specification	Exception & Benefit to City	City A or D
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Offeror acknowledges that City may accept or reject any or all of Offeror's listed exceptions or reject the Offeror's entire Offer that contain any exceptions.

Signature: _____

Name/Title Douglas Johnson, President

Date: April 25, 2021

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

STANDARD FORM E
STATUS OF PAST AND PRESENT CONTRACTS FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

National Demographics, Inc.
(Offeror's Company Name)

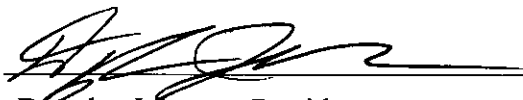
X No Contract Terminations, Settlements, or Legal Actions

By checking the above box, Offeror declares that the Offeror has not had any Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder and currently does not have any pending Contract Terminations, Settlements, or Legal Actions.

One or More Contract Terminations, Settlements, or Legal Actions

By checking the above box, Offeror declares that the Offeror has had either one or more Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder in which case, **Offeror must provide a list for all such contracts** and include: Contract Title, Contract Value, Termination Date, Company Name, Contact Name, Phone Number, and Reason for the Terminations, Settlements, or Legal Actions.

The Offeror acknowledges that City may: reject any declarations that are not accompanied with the required documentation as described above; or reject any Offers wherein Offeror has had any Terminations, Settlements, or Legal Actions that City in its sole discretion deems unacceptable.

Signature: 
Name/Title Douglas Johnson, President
Date: April 25, 2021

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

STANDARD FORM F
INSURANCE COMMITMENT FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

National Demographics, Inc

(Offeror's Company Name)

Offeror acknowledges that:

City reserves the right to modify the insurance requirements as set for in the Insurance Requirements section of the Agreement including limits, based on nature of the risk, prior experience, insurer, coverage, or other special circumstances.

City's acceptance and/or approval of Offeror's insurance documents does not and shall not be construed to relieve Offeror of any obligations, responsibilities or liabilities under any resultant Contract.

Offeror's failure to comply with the required insurance as set forth in the Insurance Requirements of the Agreement is a breach of contract, which may result in one or more of the following: suspension of work, suspension or termination of contract, remuneration of procurement costs for obtaining a replacement contractor, and suspension from submitting future offers based on Offeror's default.

Offeror, at Offeror's sole cost and expense, hereby promises and agrees to:

Acquire required insurance set forth in the Insurance Requirements of the Agreement.

Provide policies of insurance from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California prior to commencing any work and allowing any subcontractor to commence work on any subcontract until it has secured all required insurance unless otherwise permitted or waived in writing by City's Risk Manager.

Maintain in force at all times during the contract term insurance policies as set forth in the Insurance Requirements of the Agreement; replace any policies whose carrier's rating falls below A VII with policies that meet or better the required A VII rating no later than the renewal date of the policy; amend, supplement, or endorse existing insurance policies that do not meet the insurance requirements set forth in the Insurance Requirements.

Offeror certifies, represents, and commits to all the Insurance Requirements of the Agreement.

Signature: _____

Name/Title Douglas Johnson, President

Date: April 25, 2021

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

STANDARD FORM G
OFFEROR QUALIFICATIONS RESPONSE FORM

National Demographics, Inc

(Offeror's Company Name)

Offerors must have demonstrated trustworthiness, as well as the necessary quality, fitness, capacity, and experience to satisfactorily provide the requirements specified in this Solicitation based on prior experience with city, references, and other available information.

Provide the information requested below. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

1. Background.

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.

National Demographics, Inc

PO Box 5271, Glendale, CA 91221

1520 N Pacific Ave, Glendale, CA 91202

Phone: 818-254-1221

Fax: 818-254-1221

Email: info@NDCresearch.com

Website: www.NDCresearch.com

- B. Prior company names (if any) and years in business; mergers, buyouts, etc.

No prior company name. In business since 1979. No mergers or buyouts.

- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

Corporation

- D. Names and titles of the principal owner(s).

Douglas Johnson

- E. Person(s) authorized to make commitments for your company.

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

2. Douglas Johnson

A. Special recognition or awards.

See “Recognition of NDC’s Expertise” section of the main body of NDC’s proposal.

3. Experience.

Provide the following information relative to required services:

A. Summary of Experience with similar kinds of work.

42 years of experience in local government redistricting, with 368 completed districting and redistricting projects since 2001. Districted Anaheim, Fullerton, Placentia, Orange, Westminster, Buena Park, Stanton, Los Alamitos, Lake Forest, Dana Point, La Mirada, Corona, Eastvale, Jurupa Valley, Rancho Santiago Community College District, numerous school districts across Orange County, and hundreds of cities, school districts and special districts across the state. More details of NDC’s experience are in the main body of the proposal.

B. Familiarity with state and federal procedures.

NDC advised the California League of Cities, the California School Board Association, and the California Special Districts Association during the legislature’s consideration of AB854 and AB1276 – the two bills establishing the “FAIR MAPS Act” with California’s new redistricting and districting criteria for cities and counties. NDC has already completed numerous districting projects under these new laws, and NDC staff have spoken on these new rules to the various League of Cities and regional Council of Governments and similar organizations. More details are in the main body of the proposal.

C. Experience working with public agencies.

NDC has 42 years of experience in local government redistricting, with 368 completed county, city, school district and special district districting and redistricting projects since 2001.

D. Narrative of the working relationship with current business references for information not already included in the References Form.

NDC already has scores of local jurisdictions that have hired us for post-2020 Census redistricting work. More details in the main body of the proposal..

**REQUEST FOR PROPOSALS # 2021.04.01.001
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4. Qualifications.

Provide the following information relative to required services:

A. Financial responsibility.

42 continuous business since 1979. Zero debt.

B. Demonstrated Technical Ability.

368 completed local government districting and redistricting projects without a single project missing a deadline or being overturned by any Judge or the U.S. Department of Justice. In just the last three years, 38 NDC projects used public online mapping tools, receiving hundreds of neighborhood and full-district maps. Many more details are in the main body of the proposal.

C. Capability of developing innovative or advanced techniques.

NDC was using public mapping tools in 1991. In 2001 we worked with community activists to generate scores of public map proposals for our clients. In 2011 NDC made widespread use of public mapping tools. In our 200+ projects since 2011, NDC integrated public mapping tools into nearly every project, and we are using ultra-simple online mapping tools to make online review of maps, complete with zooming in and out, search by address, and overlay of different maps and additional layers of data, as easy as using Google Maps.

D. Special qualifications, training, credentials.

NDC President Douglas Johnson, NDC Vice President Justin Levitt, and NDC Consultant Daniel Phillips all have Ph.D.'s and wrote dissertations on redistricting. NDC Senior Consultant Shalice Tilton was City Clerk of Buena Park for 20 years and is a certified Master Clerk and Trainer for the California Association of City Clerks.

E. Staff names, titles, role, qualifications, and experience assigned to this Project.

Vice President Justin Levitt will lead this project. President Douglas Johnson, Consultant Kristen Park, and Consultant Todd Tatum will all support Dr. Levitt's work.

F. Designated project manager assigned to this Project.

Vice President Justin Levitt

5. Understanding.

Provide the following information relative to required services:

**REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services**

- A. Understanding of the work to be done based on this Solicitation.

Full details in NDC's proposal, with month by month scope of work. Basically, extensive public outreach, extensive public participation and empowerment tools, at least two hearings prior to the release of draft maps, at least two hearings to evaluate draft maps prior to the public hearing at which the final map is adopted, and coordinating with the County Registrar to ensure accurate implementation of the adopted map.

- B. Include issues that you believe will require special consideration for this Project.

This is always a complicated topic and often a controversial topic, but NDC's experience enables us to clearly explain the very complex issues involved, and to assist our clients in keeping projects focused on constructive progress toward the final objective. More details in the full proposal.

- C. Identify unique approaches or strengths your company has relative to required services.

Unmatched experience; unmatched public empowerment tools; unmatched skill and methods for presenting, reviewing, modifying and finalizing plans, including the efficient presentation of even dozens of public map submissions for Council review and narrowing down to a handful of "focus map". Many more details in the full proposal.

6. Approach.

Provide the following information relative to required services:

- A. Understanding of the work to be done.

See above and the full text of the proposal.

- B. Adequacy of labor and resources to satisfactorily perform the requested services and meet the City's needs.

NDC has a team of 12 trained topic experts ready to assist all our clients in this busy time.

- C. Names and titles of key management personnel.

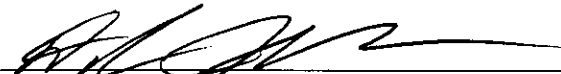
President Douglas Johnson and Vice President Justin Levitt

- D. Team to be assigned for these services.

As noted above, Vice President Justin Levitt will lead this project. President Douglas Johnson, Consultant Kristen Park, and Consultant Todd Tatum will all support Dr. Levitt's work

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

Submitted by:

Signature: 

Name/Title Douglas Johnson, President

Date: April 25, 2021

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

STANDARD FORM H
FIRM OFFER FORM

National Demographics, Inc

(Offeror's Company Name)

FIRM OFFER made by Consultant to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Offer Form. Further, I understand that no contract exists unless City accepts this Offer by executing the attached Agreement.

Business Name: National Demographics, Inc.

Business Address: PO Box 5271, Glendale, CA 91221

Federal ID#: 95-3388237

If any Work is a Public Works

Business Type
(Consultant enter a number)


Contractor Lic#:

3

1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation;
3. S Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

DIR#:

By:

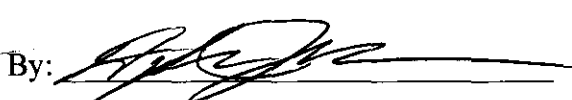


Name: Douglas Johnson

Title: President

Email: djohnson@NDCresearch.com

By:



Name: Douglas Johnson

Title: Secretary/Treasurer

Email: djohnson@NDCresearch.com

Date Signed: 4/25/2021

CORPs: Chairperson, President, Vice President;
LLCs: Manager

Date Signed: 4/25/2021

CORPs: Secretary, Assist. Secretary, Chief Finance
Officer, Assist. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

REQUEST FOR PROPOSALS # 2021.04.01.001
for Electoral Districting Services

PRICE FORM

National Demographics, Inc

(Offeror's Company Name)

Separate and describe your tasks, and associated costs, for the Scope of Services requirements. Attach additional pages if necessary.

Tasks	Description	Rate
1	Basic project elements including all required demographic tasks and map processing and presentations	\$23,500
2	Flat-rate pricing, per meeting for each virtual meeting	\$1,250
3	Flat-rate pricing, per meeting for each in-person meeting	\$2,750
4	(Optional) Caliper MOR, DistrictR, and Public Participation Kit full public mapping tools package	\$14,000
5	(Optional) DistrictR simple neighborhood/district mapping tool	\$6,500
6	(Optional) Paper/Excel Public Participation Kit	\$3,500
7	(Optional) NDC-Built project website	\$4,500
8		\$
9		\$
10	_ * _ Total Cost assumes four virtual meetings and two in-person meetings with no optional project elements	\$
	Project Total Costs (add above lines)	\$34,000*

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 07/13/2021

SUBJECT: Annual Vehicle and Equipment Purchase Plan for Fiscal Year 2021-22

RECOMMENDATION

Authorize Purchasing Agent to issue purchase orders in an amount not-to-exceed \$707,000 for various City vehicles and equipment described in the Annual Vehicle Replacement Plan for Fiscal Year 2021-22.

BACKGROUND/DISCUSSION

Each fiscal year, the vehicles used by various City departments are assessed to determine whether it is best to continue maintenance, retire, replace, or add new units. The determining factors include excessive mileage, unit hours, service life expectancy, maintenance cost history, safety and environmental impacts. The attached equipment list indicates the replacements or additions that were approved by the City Council as part of the FY 2021-22 operating budget. This list provides the equipment descriptions, quantities, estimated costs and departments where they will be assigned. The Purchasing Division will solicit bids for the listed equipment per the formal bidding requirements of the Brea Municipal Code, utilize competitively bid national cooperative agreements, or piggyback contracts to obtain the best available pricing.

Staff requests that Council authorize the Purchasing Agent to issue purchase orders immediately after completing the best available pricing analysis without the need to return to City Council for approval of the individual awards for the following main reasons:

- Ensure the needed equipment is replaced in a timely fashion and without interruption in service
- Meet manufacturer production cutoff dates
- Take advantage of incentives and discounts
- Expedite the purchase of these items

Should any of the listed equipment be limited to a single source, the Purchasing Agent will verify and document the reasons for the sole source procurement prior to award.

To help facilitate operational and budgetary requirements, staff requests that City Council authorize the Fleet Supervisor and Purchasing Agent to make changes in the type and quantity of the listed equipment, subject to budget appropriations and the not-to-exceed amount requested.

SUMMARY/FISCAL IMPACT

The adopted Fiscal Year 2021-22 Budget has sufficient funding available for the requested not-to-exceed amount for these purchases in the Public Works Equipment Maintenance Division expenditure accounts: Mobile Equipment (480-51-5161-4641), and Field & Shop Equipment (480-51-5161-4621).

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Rudy Correa, Fleet & Water Superintendent

Concurrence: Tony Olmos, Public Works Director

Attachments

2021-2022 Vehicle and Equipment List

VEHICLE & EQUIPMENT REPLACEMENT SCHEDULE
Fiscal Year 2021-22

DEPARTMENT	UNIT #	REPLACEMENT	BUDGET	ACCESSORIES
POLICE				
PARKING CONTROL PICKUP	29034	1/2 Ton Pickup	\$ 30,000	\$ 5,000
BMW MOTORCYCLE	1129	BMW MOTOR	\$ 31,000	\$ 1,000
DETECTIVE	1519	SUV/Sedan	\$ 33,000	\$ 4,000
DETECTIVE	1602	SUV/Sedan	\$ 33,000	\$ 4,000
CROWN VIC SEDAN – PATROL K9	1221	Ford SUV / K9	\$ 43,000	\$ 12,000
COMMAND TAHOE	1510	Ford SUV	\$ 43,000	\$ 12,000
UV INTERCEPTOR -PATROL	1608	Ford SUV	\$ 43,000	\$ 12,000
UV INTERCEPTOR -PATROL	1609	Ford SUV	\$ 43,000	\$ 12,000
UV INTERCEPTOR -PATROL	1630	Ford SUV	\$ 43,000	\$ 12,000
PUBLIC WORKS				
3/4 TON PICKUP- EQUIPMENT	24002	1 TON UTILITY	\$ 50,000	\$ 10,000
480-5161-4641		Total	\$ 392,000	\$ 84,000
PUBLIC WORKS				
AERATOR - PARKS	28031	SAME	\$ 30,000	0
BALLFIELD MACHINE -SPORTS PARK	28012	SAME	\$ 26,000	0
480-5161-4621			\$ 56,000	0
FIRE DEPARTMENT				
COMMAND VEHICLE	N/A	NEW	\$ 175,000	0
542-22-2221			\$ 175,000	0
Grand Total				\$ 707,000

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 07/13/2021

SUBJECT: Approval of Fiscal Year 2021-22 Property Tax Rate to Fund the City's Paramedic Program

RECOMMENDATION

Approve resolution.

BACKGROUND/DISCUSSION

At the March 7, 1978, general municipal election, the qualified electors of the City, by and through the City Council, approved the levy of an annual property tax rate to fund the City's Paramedic Program. This annual property tax was not to exceed \$0.20 per \$100 of Assessed Value (25% of market value) per year. Beginning in 1981, the County of Orange implemented a policy change concerning Assessed Value. The tax roll is now reported at "Full Taxable Value" rather than Assessed Value.

For Fiscal Year 1981-82, the property valuation was increased to Full Taxable Value for property tax purposes. Therefore, the tax rate needed to be decreased in order for the actual amount of taxes paid by the property owner to remain unchanged. According to Resolution 81-72, a tax rate of \$0.045 per \$100 of Full Taxable Value is equivalent to a tax rate of \$0.18 per \$100.00 of Assessed Value based on the previous method.

State law prohibits the City Council from increasing the paramedic levy above the voter-authorized level. The tax rate of \$0.045 per \$100 of Full Taxable Value is less than the voter-authorized maximum tax rate. Additionally, it is noted that the passage of Proposition 218 by the voters in November 1996 had no impact on the City's ability to levy the annual Paramedic Tax, as the tax was voter-approved in 1978.

Each fiscal year the City Council adopts a resolution approving the rate of tax upon taxable property within the City of Brea. This tax rate is required to be approved by the City Council and submitted to the Orange County Auditor-Controller's Office no later than August 10, 2021 allowing the County to apply the rate of taxation to the City's property tax roll to maintain the Paramedic Program.

Since its inception in 1979, the Brea Fire Services Department Paramedic Program has grown considerably from the days when the paramedics responded to calls in an old red van. Currently, the paramedics utilize a modern paramedic engine company configuration. The original program that began in Fiscal Year 1978-79 had a budget of \$200,000 and was fully funded by revenues generated from the paramedic tax. While the actual tax rate has remained constant over the past 42 years, additional revenue has been generated from increases in the property values. Meanwhile, direct expenditures have increased as the program has been greatly enhanced, as outlined below, and as the City's population and service demands have increased.

About the Paramedic Program

A "Paramedic Engine Company" providing Emergency Medical Service (EMS) delivery is currently the most common staffing configuration in operation locally and regionally. This configuration provides for

Advanced Life Support capability within its fire-fighting and emergency response resources without compromising either service. The City's paramedic units, Brea Engine Company #1, Truck Company #2 and Engine Company #3, are complete units that respond to both fires and medical emergencies. In addition, resources necessary to provide functional support, such as extrication of patients and fire protection during traffic emergencies, are available at the scene with the paramedic unit.

The program started in Fiscal Year 1978-79 with seven certified paramedics. The Brea Fire Services Department currently carries a complement of 21 certified paramedics and one Emergency Medical Services Manager. This allocation level meets the staffing requirement of the Orange County EMS Agency while providing for uninterrupted deployment of paramedics during leave, training and emergency conditions. Just as the nature of emergencies has changed, so has the required paramedic skill level. Paramedics are being delegated greater responsibility in the field as emergency room medicine is continually being evaluated and streamlined. Paramedic staff receive continuous in-service training on a myriad of topics, including: trauma medicine; air and blood-borne pathogens; environmental emergencies; pediatric medicine, including sudden death syndrome; swift water rescue and mass casualty management.

Field techniques have improved greatly since the program began with treatment advances in the areas of Adult and Pediatric Intubation (airway management requiring insertion of appliances into the trachea), cervical-spine treatments and neurological protection, improved treatment for burn victims and the AED program (cardiac defibrillation), which is in service on all responding Brea units.

Paramedic Response History

Calendar Year	2016	2017	2018	2019	2020
Total Emergency Medical Calls(1)	4,218	4,265	3,948	3,832	3,660
Total Calls for Service from Fire Dept. (Including false alarm responses)(1)	5,413	5,373	4,917	4,893	4,823
Percent of Total	77.92%	79.38%	80.29%	78.3%	75.9%
(1) Data updated to include all call data reported from the Metro Cities Fire Authority Metro Net Communications Report					

SUMMARY/FISCAL IMPACT

Paramedic tax revenue is accounted for in the Paramedic Services Fund (Fund 174) separate from the City's General Fund. This fund was established to account for revenues generated from the paramedic tax and other revenues, as well as costs associated with the Brea Paramedic Program. This includes personnel costs for 21 full-time paramedic positions, one EMS Manager position and related costs to operate the program.

The proposed paramedic tax rate is \$0.045 per \$100 of Full Taxable Valuation. Based on an estimated Full Taxable Valuation (secured and unsecured value) of \$11.698 billion, the estimated tax levy is \$5.264 million. The total annual levy also includes a levy on supplemental, public utility and other property values that occur annually which is projected to bring the total levy to \$5.672 million.

The former Brea Redevelopment Agency (RDA), which was established in 1971, impacts the flow of paramedic tax revenues to the City. Property owners within the RDA project area pay the same property rate as if they were outside the RDA project area (non-RDA area properties). Paramedic tax for properties outside the RDA project area are remitted to the County and flow directly back to the City. However, under state law, property tax revenue (including the Paramedic Tax) remitted by property owners within the Redevelopment Project Areas to the county was allocated annually first to the Redevelopment Agency.

In 2012, Redevelopment Agencies were dissolved and Successor Agencies were established to pay off the remaining obligations for the former redevelopment agencies. As in all California cities, Brea's property taxes (including Paramedic Tax) remitted from properties in the project areas, are now allocated to Redevelopment Property Tax Trust Fund (RPTTF) and the portion needed to pay off the obligations for that fiscal year is forwarded to the Successor Agency. The remaining portion of the Paramedic Tax revenues allocated to the RPTTF are passed back to the City.

As the Successor Agency pays down the obligations of the former Redevelopment Agency, the Paramedic Tax revenues that were previously directed to the RDA and now the Successor Agency are slowly, but surely, coming back to the City for paramedic service sooner than they otherwise would have been. For FY 2021-22, it is estimated that 64.2% of paramedic tax revenues (\$1.597 million) allocated to the RPTTF will be passed back to the City.

The following is a summary of the estimated levy; the amount to be allocated to the Successor Agency and the amount to be passed back to the City:

Property Description	Estimated Levy	Amount to Successor Agency	Amount to City	% to the City
Non-Redevelopment Area Properties	\$3.186		\$3.186	100.0%
Redevelopment Area Properties	\$2.486	(\$0.889)	\$1.597	64.2%
Totals	\$5.672	(\$0.889)	\$4.783	

The estimated paramedic tax levy, net of the amount retained by the Successor Agency, is projected to generate \$4,783,000 to the City of Brea in Fiscal Year 2021-22. The revenue collected will cover approximately 76.3% of the \$6,271,744 of estimated program costs. The difference is to be funded from the City's General Fund in the amount of \$1,154,830 and other revenue sources in the amount of \$333,914. Other revenue sources include pass-thru revenue received for Advanced Life Support (ALS) ambulance transport services, as well as revenue received from the City of Fullerton for Fire Command Staff Sharing of the EMS Manager position. The City of Fullerton reimburses the City of Brea for 59% of the position.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Ana Conrique, Senior Accountant

Concurrence: Cindy Russell, Administrative Services Director

Attachments

FY 2021-22 Paramedic Resolution

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA
FIXING THE RATE OF TAX UPON THE TAXABLE PROPERTY WITHIN
THE CITY OF BREA FOR THE FISCAL YEAR 2021-22
NECESSARY TO MAINTAIN A MOBILE INTENSIVE CARE PROGRAM
KNOWN AS PARAMEDICS WITHIN THE AREA OF THE CITY OF BREA
AND CERTIFYING SAID RATE OF TAXATION TO THE ORANGE
COUNTY AUDITOR-CONTROLLER**

A. RECITALS:

(i) During the General Municipal Election held March 7, 1978, the qualified electors of the City of Brea authorized the City, by and through the Council, to levy a property tax rate not exceed \$0.20 per \$100 of Assessed Valuation in addition to its maximum property tax rate established pursuant to Division 1, Part 4, Chapter 2 of the California Revenue and Taxation Code for the specific purpose of establishing and maintaining a mobile intensive care program known as Paramedics within the area of the City of Brea (said "Paramedic Program" hereafter).

(ii) In Fiscal Year 1981-82, the County of Orange implemented a policy concerning Assessed Value. The tax roll is now reported at "Full Taxable Value" rather than Assessed Value. This change resulted in \$0.045 per \$100 Full Taxable Value as the tax levy for the Paramedic Program in years 1981-82 through 2018-19.

(iii) Information and evidence presented to this Council indicated that it would be necessary to expend a sum of approximately \$6,271,744 during the Fiscal Year 2021-22 in order to maintain the Paramedic Program within the area of the City of Brea.

(iv) The revenue to be generated for Fiscal Year 2021-22 based on the tax levy of \$0.045 per \$100 of Full Taxable Value of the property within the City of Brea, exclusive of the revenue generated from the valuation within the Brea Community Redevelopment Project areas and required to be allocated to the Successor Agency has been estimated to

be \$4,783,000.

(v) All legal prerequisites of the adoption of this resolution have occurred.

B. RESOLUTION:

NOW, THEREFORE, be it is found, determined and resolved by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A of this Resolution.
2. There is hereby fixed and levied that the total rate of taxation of \$0.045 per \$100 of Full Taxable Value of all taxable property within the City of Brea, said taxation to be utilized to maintain a mobile intensive program known as the Paramedic Program within the area of Brea for the Fiscal Year 2021-22 and this Council hereby certifies said rate of taxation for that specified purpose to the Auditor-Controller of the County of Orange.
3. The City Clerk shall certify to the adoption of this Resolution and file with the Orange County Auditor-Controller, a certified copy hereof, on or before August 10, 2021.

APPROVED AND ADOPTED on this

Mayor

ATTEST: _____
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the _____, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 07/13/2021

SUBJECT: Meeting with Eide Bailly LLP Pursuant to Statement on Auditing Standards (SAS) No. 114 Regarding the Fiscal Year 2020-21 Annual Audit

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

Pursuant to Resolution 2016-044, the two City Council members assigned to the Brea Finance Committee shall perform certain Audit Committee duties. These duties include a meeting with the City's independent auditor before the City's annual audit begins in accordance with the Statement of Auditing Standards (SAS) No. 114 to discuss the level and focus of the City's annual audit.

Brea's independent auditor firm, Eide Bailly LLP, has provided the attached Planning Letter to the City Council regarding the City's annual audit. James Ramsey, CPA, one of the engagement partners for this annual audit, will be attending the meeting remotely via Zoom to discuss the City's upcoming annual audit with the two City Council members assigned to the Finance Committee. It is noted that the interim audit work for the City was conducted from June 7 - 11, 2021. Final audit work will begin November 8, 2021. In addition, the Engagement Letter addressed to City management has been attached for reference.

SUMMARY/FISCAL IMPACT

There is no fiscal impact related to this annual meeting.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Faith Madrazo, Financial Services Manager - Revenue

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Planning Letter

Engagement Letter



May 21, 2021

To the Finance Committee and City Council
City of Brea, California

This letter is provided in connection with our engagement to audit the financial statements and to audit compliance over major federal award programs of the City of Brea, California (City) as of and for the year ended June 30, 2021. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits.

As stated in our engagement letter dated May 21, 2021, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), for the purpose of forming and expressing opinions on the financial statements and on major federal award program compliance. Our audits do not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

As part of our audit of the City's basic financial statements, we have also been engaged to perform an audit of the Integrated Law and Justice Agency for Orange County and perform agreed-upon procedures on the appropriations limit calculation of the City.

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures. However, we will communicate to you at the conclusion of our audit, significant matters that are relevant to your responsibilities in overseeing the financial reporting process, including any material weaknesses, significant deficiencies, and violation of laws or regulations that come to our attention. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We expect to begin our audit on approximately June 6, 2021 and issue our report on approximately December 17, 2021.

This information is intended solely for the information and use of the City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Laguna Hills, California



May 21, 2021

To the management of the City of Brea
1 Civic Center Circle
Brea, California

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of as of June 30, 2021, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2021. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's discussion and analysis;
- Schedule of changes in the net pension liability and related ratios for the miscellaneous and safety plan;
- Schedule of pension plan and safety contributions;
- Schedule of changes in the total OPEB liability and related ratios; and
- Budgetary comparison schedules for the general fund and each major special revenue fund.

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual nonmajor fund financial statements and budgetary comparison schedules.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory section; and
- Statistical section.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that any unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;

12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you; and
- Completion of the auditee's portion of the Data Collection Form.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

Roger Alfaro and James Ramsey are the engagement partners for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on approximately June 7, 2021.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the audit will be in accordance with our professional consultant services agreement dated July 11, 2017, as amended. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to a regulatory agency or its designee, federal agency providing direct or indirect funding, or the U.S. Government Accountability Office, pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulatory agency or its designee, federal agency providing direct or indirect funding, or the U.S. Government Accountability Office. The regulatory agency or its designee, federal agency providing direct or indirect funding, or the U.S. Government Accountability Office may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;

- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the City.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in the Laguna Hills, California office.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees, against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

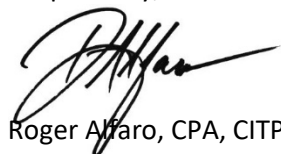
ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements' compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Alfaro", is written over the typed name and title.

Roger Alfaro, CPA, CITP
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Brea, California by:

DocuSigned by:
Cindy Russell
Name: 9E76C731D326469...
Cindy Russell, Administrative Services Director

Date: 5/27/2021

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Lisa Marghella

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Signer Events

Cindy Russell

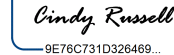
cindyr@ci.brea.ca.us

Administrative Services Director

City of Brea

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Using IP Address: 207.213.88.194

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Signed: 5/27/2021 1:58:16 PM

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Company Name: Eide Bailly LLP

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James Ramsey

jramsey@eidebailly.com

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CONSUMER DISCLOSURE

From time to time, Eide Bailly LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Eide Bailly LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: salesforcehelpdesk@eidebailly.com

To advise Eide Bailly LLP of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at salesforcehelpdesk@eidebailly.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Eide Bailly LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to salesforcehelpdesk@eidebailly.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Eide Bailly LLP

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to salesforcehelpdesk@eidebailly.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	<ul style="list-style-type: none"> ò Allow per session cookies ò Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Eide Bailly LLP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Eide Bailly LLP during the course of my relationship with you.