

RESOLUTION NO. 2019-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH NATIONAL DEMOGRAPHICS CORPORATION, INC. IN AN AMOUNT NOT TO EXCEED \$36,625 TO PROVIDE PROFESSIONAL DEMOGRAPHER SERVICES TO ASSIST THE CITY IN ESTABLISHING FOUR NEW CITY ELECTORAL DISTRICTS

WHEREAS, the citizens of Marina current elect City Council members from “at-large” elections, and;

WHEREAS, the City wishes to begin the process of changing from at-large elections to district-based elections, and;

WHEREAS, facilitating the change to district elections requires a high level of technical knowledge and experience, and;

WHEREAS, the City wishes to enter an Agreement for Professional Engagement with National Demographics Corporation, Inc. for Demographic Services to provide the necessary technical work, and;

WHEREAS, the National Demographic Corporation, Inc. proposal is based on time, materials and travel expenses associated with the execution of these type services. The contract is for a not to exceed amount of \$36,625.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby

1. Adopt a resolution authorizing the City Manager to execute a contract with National Demographics Corporation, Inc. in an amount not to exceed \$36,625 to provide professional demographer services to assist the City in establishing four new City electoral districts, subject to final review and approval by the City Attorney.
2. Authorize Finance Director to make appropriate accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a adjourned regular meeting duly held on the 5th day of September 2019, by the following vote:

AYES, COUNCIL MEMBERS: Berkley, Urrutia, Morton, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: O’Connell

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

AGREEMENT FOR PROFESSIONAL ENGAGEMENT

DEMOGRAPHIC SERVICES

This Agreement is made and entered into this ____ day of September 2019, by and between the CITY OF MARINA, A California charter city (hereinafter "CITY"), and NATIONAL DEMOGRAPHICS CORPORATION, INC., a California corporation (hereinafter "DEMOGRAPHER").

RECITALS

- A. CITY needs the services of a demographer in connection with the determination and establishment of four new CITY electoral districts; and
- B. DEMOGRAPHER is qualified and willing to provide the needed services.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. PROJECT COORDINATION.

A. CITY'S Project Manager. _____ is hereby designated the PROJECT MANAGER for the CITY and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. DEMOGRAPHER'S Project Director. DEMOGRAPHER shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for DEMOGRAPHER. Douglas Johnson is hereby designated as the PROJECT DIRECTOR for DEMOGRAPHER and will be assisted by _____. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the DEMOGRAPHER shall notify the CITY within ten (10) business days of the substitution.

2. DUTIES OF DEMOGRAPHER.

DEMOGRAPHER shall perform the duties and/or provide basic and optional services as described in the Scope of Work attached hereto as Attachment A and incorporated herein by reference, including personal attendance at _____ (____) City Council meetings presently scheduled for _____, _____ and _____, and provision of the map drawing tools and hosting of the online interactive system that are listed as optional services in Attachment A.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Paragraph 4, and shall provide necessary data, assist with meeting setup and planning, issue the required official public hearing notices, issue any necessary official city reports, and provide the official notification to the County Registrar at the completion of the project.

4. COMPENSATION.

For the full performance of the services described herein by DEMOGRAPHER, CITY shall pay DEMOGRAPHER in an amount not to exceed \$_____, as follows:

A. Services:

1. Basic scope of work for project setup and coordination, plan development, plan presentation, and work with County Registrar of Voters, as more specifically detailed in Attachment A.

\$11,500.

2. In-person presentation at _____ City Council meetings (@\$2,000 per meeting).

\$ _____

3. Preparation and processing of paper, PDF and Excel-based "Public participation kits."

\$ _____

4. Creation, hosting and updating of an NDC-managed project information website.

\$ _____

Hosting, managing and processing submitted plans for an online interactive system that allows public to draw and submit propos3d districting plaqns through a standard web browser

\$11,500

Spanish translation of project-related materials

\$125 per page.

Total Services: \$ _____

B. Payment: DEMOGRAPHER shall invoice CITY for no more than one-half of the estimated project fee at the beginning of the project, and for the remainder after project completion. Payment will be made within thirty (30) days following receipt by PROJECT MANAGER of itemized invoices submitted by DEMOGRAPHER.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for 1 year commencing as of September 4, 2019 and ending on _____, 20____. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of 1 year.

6. TERMINATION.

A. Discretionary. Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. Cause. Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. Effect of Termination. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other. D. Return of Documents. Upon termination, any and all CITY documents or materials provided to

DEMOGRAPHER and any and all of DEMOGRAPHER's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to CITY as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the DEMOGRAPHER in connection with the performance of its duties under this Agreement, shall be the sole property of CITY. CITY may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, DEMOGRAPHER shall make available to CITY, or its agent, for inspection and audit, all documents and materials maintained by DEMOGRAPHER in connection with its performance of its duties under this Agreement. DEMOGRAPHER shall fully cooperate with CITY or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. Scope of Coverage. During the term of this Agreement, DEMOGRAPHER shall maintain, at no expense to CITY, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars(\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the DEMOGRAPHER's performance of services under this Agreement.

- 4 Where DEMOGRAPHER is a professional not required to have a professional license, CITY reserves the right to require DEMOGRAPHER to provide professional liability insurance pursuant to this section.

If it employs any person, DEMOGRAPHER shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. DEMOGRAPHER's

worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against CITY.

B. Other Insurance Requirements. The insurance coverage required of the DEMOGRAPHER in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the CITY, its officers, agents, employees, and volunteers, as additionally named insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under DEMOGRAPHER'S insurance policies shall be primary with respect to any insurance or coverage maintained by CITY and shall not call upon CITY's insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in DEMOGRAPHER'S policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, DEMOGRAPHER hereby grants to CITY a waiver of any right to subrogation which any insurer of DEMOGRAPHER may acquire against CITY by virtue of the payment of any loss under such insurance. DEMOGRAPHER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract or agreement) before CITY'S own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to CITY or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in DEMOGRAPHER's insurance policies must be declared to and approved by the PROJECT MANAGER and City Attorney and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY or other additional insured party. At CITY's option, the deductibles or self-insured retentions with respect to CITY

shall be reduced or eliminated to CITY's satisfaction, or DEMOGRAPHER shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. DEMOGRAPHER shall provide to the PROJECT MANAGER or CITY'S City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements from DEMOGRAPHER. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the City Attorney.

11. **INDEMNIFICATION**. A. Except as otherwise provided in Paragraph B., DEMOGRAPHER shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by CITY, and hold harmless CITY, its officers, agents, employees and volunteers (collectively, the "City Indemnitees"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "CLAIMS"), arising out of DEMOGRAPHER'S performance of its obligations or conduct of its operations under this Agreement. The DEMOGRAPHER's obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the City Indemnitees. However, to the extent that liability is caused by the active negligence or willful misconduct of the City Indemnitees, the DEMOGRAPHER's indemnification obligation shall be reduced in proportion to the City Indemnitees' share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the DEMOGRAPHER's work or work product by the CITY or any of its directors, officers or employees shall not relieve or reduce the DEMOGRAPHER's indemnification obligations. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from DEMOGRAPHER'S performance of or operations under this Agreement, DEMOGRAPHER shall provide a defense to the City Indemnitees or at CITY'S option reimburse the City Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by DEMOGRAPHER under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, DEMOGRAPHER shall, to the fullest extent permitted by law, indemnify, release, defend and hold harmless the City Indemnitees from and against any CLAIMS that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of DEMOGRAPHER in the performance of its duties and obligations under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such CLAIM which is caused by the sole negligence or willful misconduct of CITY. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

DEMOGRAPHER shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

DEMOGRAPHER shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. DEMOGRAPHER shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. DEMOGRAPHER shall release, defend, indemnify and hold harmless CITY, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

CITY and DEMOGRAPHER do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES. All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO CITY's Project Manager: _____ C

City of Marina
211 Hillcrest Avenue
Marina, CA 93933

TO DEMOGRAPHER's Project Director: Douglas Johnson

National Demographics, Inc.
1520 N Pacific Ave PO Box 5271
Glendale, CA 91221

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, DEMOGRAPHER, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the CITY. DEMOGRAPHER and CITY expressly intend and agree that the status of DEMOGRAPHER, its officers, agents and employees be that of an Independent Contractor and not that of an employee of CITY.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the DEMOGRAPHER and the CITY.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the DEMOGRAPHER and the CITY.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

DEMOGRAPHER agrees that CITY may deduct from any payment due to DEMOGRAPHER under this Agreement, any monies which DEMOGRAPHER owes CITY under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

DEMOGRAPHER shall obtain and maintain during the duration of this Agreement, a CITY business license as required by the San Rafael Municipal Code DEMOGRAPHER shall pay any and all state and federal taxes and any other applicable taxes. CITY shall not be required to pay for any work performed under this Agreement, until DEMOGRAPHER has provided CITY with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. **APPLICABLE LAW.**

The laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF MARINA
A California charter city

NATIONAL DEMOGRAPHICS CORPORATION, INC.
A California corporation

By: _____
Layne Long, City Manager

By: _____
Name: Douglas Johnson, President

ATTEST: _____
Anita Shepherd-Sharp, Deputy City Clerk

APPROVED AS TO FORM:

_____, Assistant City Attorney



**A Proposal to the
City of Marina
for Districting Services**

By National Demographics Corporation
Douglas Johnson, President

August 22, 2019



National Demographics Corporation

August 22, 2019

Matt Mogensen, Assistant City Manager
City of Marina
211 Hillcrest Avenue
Marina, CA 93933

Dear Mr. Mogensen,

Thank you for the opportunity to provide this proposal to the City of Marina. NDC has 39 years of experience districting and redistricting local jurisdictions, together with unmatched experience working with jurisdictions facing California Voting Rights Act (CVRA) concerns. Based in Glendale, NDC has worked on CVRA analysis and districting efforts for over 90 cities, 250 school districts, and a variety of other local California jurisdictions across the state – including Monterey Airport District, King City, Los Banos and Santa Cruz City Schools. 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 the City to encourage public participation in this process, as we offer several tools developed specifically for public engagement in this effort.

The attached proposal 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. The "basic elements" includes all the required elements from your request for a proposal. Please call or email if you have any questions, concerns, or requests regarding this proposal.

Sincerely,

Douglas Johnson
President



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About National Demographics Corporation:

Brief Company History

NDC has served hundreds of local governments over the past 39 years. Founded in 1979, NDC has performed work in all regions of the country, serving clients as varied as the States of Mississippi, Arizona, Florida and Illinois, Clark County Nevada, American Waterworks, California's Franchise Tax Board, the San Diego Unified School District, the Foundation for California, and the Arizona cities of Glendale, Mesa, Peoria, Phoenix, Mesa and Surprise.

The company is especially well known for its work in local and state government. Since 2002, NDC has established a reputation as the state's 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. And no company has been responsible for addressing the electoral demographic needs of more local governments, as NDC has districted and/or redistricted well over 200 local school districts, cities, water districts, county boards, and other local districts.

Nationally recognized as a pioneer in good government districting and redistricting, NDC is especially experienced in working with local jurisdictions in California, Arizona and Nevada. This background gives us unmatched expertise in the issues, questions, and decisions jurisdictions face in any discussion regarding the California and Federal Voting Rights Act and related election system choices.

NDC's Districting Process

The following information is provided for information and for use if a jurisdiction decides to move to by-district elections. If the client decides not to move to by-district elections, the work would end with the demographic analysis described above.

Technical Expertise

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 the districting and redistricting needs of any jurisdiction, and its personnel have extensive experience in the line-drawing side of districting and redistricting work as well as in developing the databases used for these purposes.

The technical demands of a districting effort are high, and NDC is the undisputed leader in this area. But far more important than technical expertise are the interpersonal understanding and experience working with all parties in the process, including the public.

Public Involvement

NDC pioneered the "transparent districting" approach which involves the public at every stage of the process. The company invented the "public participation kit" for public participation in districting efforts, which many of the firm's competitors now attempt to duplicate. Perhaps NDC's most valuable service is the firm's experience transforming often-contentious and passionate debates on this difficult subject into thoughtful, constructive



National Demographics Corporation

discussions focused on the options and outcomes rather than individual personalities or positions. NDC also has considerable experience working with translators in public forums and providing materials in English and Spanish.

Minority Group Outreach/Partnerships

U.S. Supreme Court decisions are constantly changing the rules regarding districting, "race-based districting," and the establishment of districts focused on the electoral power of "protected classes." It is crucial that the consultant work with the racial, ethnic, and other community groups at the beginning of the process to welcome their ideas and develop the appropriate expectations regarding minority representation prospects. No NDC local districting or redistricting plans has ever been overturned in Court, nor have any even faced a Department of Justice challenge.

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. Disputes over the form and substance of the process and the results can result in stalemate or legal challenge. 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.

Media Outreach

NDC's work has been widely praised in the media, and NDC has worked extensively on background, off the record, and on the record with all types of press including radio, television, newspaper, and new media.

Local Leadership

NDC views its role as an advisor and technical resource. The firm advises its clients, but every project remains the client's project. NDC offers guidance based on its experience and expertise, but ultimately the decisions are made by the jurisdiction itself. NDC welcomes the chance to assist this project under the guidance and direction of the jurisdiction's elected leadership, key staff members, and the entire community.

Impeccable References

All of NDC's former clients – without exception – can be contacted for references. The firm has no embarrassing projects. All NDC's local districting and redistricting plans have been accepted into law with a minimum of controversy. A list of references is included below.

Each of these elements of NDC's methodology is incorporated into the proposed project process below.



Proposed Scope of Work

To provide the flexibility to meet the needs of the client if it decides to move to by-district elections, NDC offers a full menu of options:

Basic Districting Project Elements

Includes all the services listed below:.....\$11,500

- Project Setup and coordination:
 - Development of redistricting database including Census and California Statewide Database data;
 - Incorporation of any Geographic Information System (GIS) data that the City wishes to include and provides (often including school locations; school attendance areas; important local landmarks; or local neighborhood boundaries);
 - Initial discussion with key staff and/or Council members about demographics, communities of interest, schedule and criteria;
 - Any phone- or web-conference calls to discussion the project's progress or answer any Council, staff or media questions that may arise;
- Plan Development:
 - Create of 2 to 4 initial draft maps for Council and public consideration;
 - Analysis and preparation for Council consideration of all whole or partial plans submitted by the public;
 - Conversion of all maps and reports to web-friendly versions for online posting;
 - Online posting of all maps to an interactive website for detailed review;
 - Create any requested additional and/or revised maps as requested;
- Plan Presentation:
 - Present (by phone- or web-conference included, in person subject to optional element cost) at public hearings and/or community forums prior to the drawing of any draft district maps;
 - Present (by phone- or web-conference included, in person subject to optional element cost) at public hearings at two Council meetings and/or public forums to discuss the draft maps;
- Work with the County Registrar of Voters to implement the final adopted plan.

Optional Districting Project Elements

Selected at the client's discretion:

- In-person attendance and participation at Council meetings, public forum(s), and/or any other requested meetings;.....\$2,000
- Preparation and processing of paper, PDF and Excel-based "public participation kits" (paper kits that allow the public to draw and submit their own plans).....\$3,500
- Creation, hosting, and updating of an NDC--managed project information website (if the client does not wish to manage a project website as part of its existing website).\$4,000



National Demographics Corporation

- Hosting, managing and processing submitted plans for an online interactive system that allows public to draw and submit proposed districting plans through a standard web browser.....\$11,500
- Spanish translation of project-related materials.....\$125 per page

Stated prices include all travel, printing (except public participation kits and any large-plot maps), and other anticipated expenses.

Timeline: A timeline will be established in consultation with the client. This typically takes three to nine months, but can be done faster when necessary.

Other Potential Project-Related Expenses:

The only anticipated additional districting 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 public participants will download and print the Kits in their own homes or offices.

Sample Districting/Redistricting References

Mr. Douglas Williford, City Manager, City of El Cajon, 200 Civic Center Way, El Cajon, CA 92020. Phone: (619) 441-1716. Email: dwillifo@cityofelcajon.us

Mr. Rick Haydon, City Manager, City of Santa Maria, 110 E. Cook Street, Santa Maria, CA 93454-5190. Phone: (805) 925-0951 ext. 2200. Email: rhaydon@cityofsantamaria.org

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

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

Mr. Steve Carrigan, City Manager, City of Merced, 678 West 18th Street, Merced, CA 95340. Phone: 209- 385-6834 Email: citymanager@cityofmerced.org

Mr. Devin Reif, Strategic Planning, City of Oakland, 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, CA 94612. Phone: 510-238-3550 Email: DReiff@oaklandnet.com

Mr. David Silberman, Deputy County Counsel, San Mateo County, 400 County Center, 6th Floor, Redwood City, CA 94063. Phone: 650-363-4749 Email: 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. Fax (623) 349-6098. Email: laja@buckeyeaz.gov.



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).....\$200 per hour
Senior Consultant.....\$125 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 payment be made at project start and one-half at the conclusion.

Conclusion

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

- 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 more experience in the field of municipal political election systems than any other company of which NDC is aware.
- NDC has demonstrated experience over many years in working with the press and media on local election system issues.
- NDC possesses fully up-to-date and highly effective geographic retrieval systems with applications specifically designed for districting and redistricting.
- Neither the Justice Department nor any Court has ever rejected any local government districting or redistricting plan submitted by NDC.

It should be clear that NDC has all of the resources of experience, technical expertise, and legal/political know-how to assist the City in its current effort. NDC looks forward to the opportunity to work with the City on this project.



National Demographics Corporation

Proposal Acceptance

The terms of this proposal are available for 45 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.

NDC prides ourselves on 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. If, however, it is acceptable in its current form, then NDC welcomes the opportunity to begin work as soon as possible.

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 the City of Marina

Douglas Johnson, President

Date

Date

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

Shalice M. Tilton, M.M.C.

mobile: (714) 308-0726

stilton@NDCresearch.com

office: (818) 254-1221

Employment

Senior Consultant, National Demographics Corporation, 2017 – present.

City Clerk, Department Director, Executive Manager, City of Buena Park, CA, 1998 – 2017

Deputy City Clerk, Division Manager, City of Buena Park, CA, 1994 – 1997

Education

Master of Public Administration, National University

Bachelor of Science, Business Administration, Grand Canyon University

Master Municipal Clerk, International Institute of Municipal Clerks

Certified Municipal Clerk, International Institute of Municipal Clerks

Professional Affiliations

International Institute of Municipal Clerks

League of California Cities, City Clerks Department

City Clerks Association of California

Southern California City Clerks Association

Buena Park Area Business Council

Historical Society of Buena Park

External Highlights

Contributor, 2014 League of California Cities Western Cities publication, “The Balanced Triangle and the City Clerk’s Role in Local Government.”

Adjunct Professor, 2014-17 UC Irvine Extension and Association of California Cities – Public Policy Making Academy “Public Governance – City Government.”

Guest Speaker, 2012 Association of California Cities Orange County, Government Leadership Summit, “Navigating Public Policy”

Guest Speaker, 2008 League of California Cities New Law and Election Seminar, “The Rewards of Being a Fearless City Clerk”

Co-Author, “International Institute of Municipal Clerks Code of Ethics Rules of Procedure,” adopted by IIMC, July 2008

Guest Speaker, 2008 League of California Cities Mayor and City Council Executive Forum, “Technology and Electronic Media and the Public Records Act”

Educator and Trainer, 2007-2008 Master Municipal Clerk Academy of the International Institute of Municipal Clerks, “Understanding the Complex Legalities of the Clerk Domain”

Editor/Contributor, 2008 League of California Cities publication, “The People’s Business: A Guide to the California Public Records Act”

2007 Integrity of Profession Award, Soroptimist International of Buena Park.

“Shalice Tilton Day,” September 12, 2006, Buena Park City Council Proclamation

2003 President’s Award, “Paying it Forward to Youth,” City Clerks Association of California

2002 President’s Ensemble Award, City Clerks Association of California

Founder, Program Chair, and Trainer, City Clerks Association of California, “Nuts & Bolts” Education Institute (100+ participants annually), 1997-2004

Mentor for Continuing Education for Public Officials, provided educational and professional guidance to entry-level City Clerks, 2002-2004

Guest Speaker, 2003 League of California Cities New Law and Election Seminar, “The Art of Preparing Minutes and Crafting Agenda Reports”

Nominated, 1999 International Institute of Municipal Clerks Technology Award of Excellence
Guest Speaker, City Clerks Association of California 1998 Annual Conference, “Charting Your Course - The Role, Responsibilities, and Duties of the City Clerk”

Guest Speaker, Government, Business & Education Tech Expo '97, “Records Management”

Robert H. McEntire

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

mobile: (323) 806-6788
office: (818) 254-1221
fax: (818) 254-1221

Employment

Senior Consultant, National Demographics Corporation, 2017 – present.
Assistant Superintendent Business/CBO, Covina-Valley Unified School District, 2016 – present.
Chief Business & Financial Officer, Glendale Unified School District, 2014 – 2016.
Chief Business Officer, Garvey School District, 2012 – 2014.
Chief Financial Officer, Hollywood & Broadway Entertainment Partners, Los Angeles, New York, Boston, Singapore, 2005 – 2012.

Education

University of Southern California, Los Angeles, CA, Doctor of Education: K-12 Leadership in Urban School Settings (*Candidate*), 2019. Dissertation title: “The Influence of Globalization, Leadership, and Science Fairs on the Female Acquisition of 21st-Century Skills and Their College-Career Pursuit of Science, Technology, Engineering, and Mathematics Majors and Careers as Seen at Our Lady’s School in Ireland.”
Thunderbird School of Global Management, Glendale, AZ, MBA in Global Business Management, 2008.
University of Southern California, Los Angeles, CA, Bachelor of Science in Business Administration, 2003.

Recent Districting Engagements (partial list)

CITIES

City of Barstow
City of Dana Point
City of Duarte
City of Norco
City of Oxnard
City of Placentia
City of Santee
City of South Pasadena
Town of Yucca Valley

SCHOOL DISTRICTS

Antelope Valley College
Barstow Unified School District
Cajon Valley Unified School District
El Monte Union High School District
Inglewood Unified School District
Irvine Unified School District

Publications and Conference Presentations

California Association of School Business Officials (CASBO):

Annual Conference, April 2018

- Panelist: Keeping Your Board Onboard: Effective Strategies for Business Leaders When Working with their Elected Officials – 100 Attendees

Chief Business Officer Symposium, November 2017

- Presider – General Session – 600 Attendees
- Panelist: The Budget and LCAP Integration at the District Level

Annual Conference, April 2016

- Presenter: Maximizing and Linking Your Bond, Capital Facilities and M&O Programs – 150 Attendees
- Presenter: Linking Your Bond, Maintenance and Operations Programs: Best Practices to Stretch Limited Resources – 100 Attendees
- Presenter: Evolution of the role of the Chief Business Officer – 300 Attendees

Chief Business Officer Symposium, November 2015

- Presider – General Session – 600 Attendees

Teaching Experience

Association of California School Administrators (ACSA)

- Lecturer: Personnel Administrators Academy, November 2017



Districting Clients List

National Demographics Corporation

Cities

Anaheim
Apple Valley
Arcadia
Atwater City
Banning
Barstow
Bellflower
Big Bear Lake
Buckeye
Buena Park
Camarillo
Campbell
Carlsbad
Carpinteria
Cathedral City
Cathedral City
Ceres
Chino
Chino Hills
Chino Hills
Citrus Heights
Claremont
Colton
Compton
Corona
Dana Point
Dixon
Duarte
Eastvale
El Cajon
El Cajon
Encinitas
Escondido
Exeter
Firebaugh
Fontana
Fowler
Fullerton
Glendale (AZ)
Glendale (CA)
Glendora
Half Moon Bay
Hemet

Hesperia
Hesperia
Highland
Imperial Beach
Indio
Jurupa Valley
King City
Kingsburg City
La Mirada
La Mirada
Lake Elsinore
Lake Forest
Lemoore
Lodi
Lompoc
Los Alamitos City
Los Banos
Madera
Martinez City
Menifee
Menlo Park
Merced
Mesa (AZ)
Modesto
Monrovia
Monterey Park
Moorpark
Moreno Valley
Morgan Hill
Murietta
Oakland
Ojai
Oxnard City
Pacifica
Palm Springs
Palmdale
Parlier
Pasadena
Paso Robles
Patterson
Peoria (AZ)
Placentia
Porterville

Poway City
Rancho Cucamonga
Redlands
Redlands
Redwood City
Reedley
Riverbank
San Clemente
San Diego
San Marcos
San Marcos
San Rafael
Sanger
Santa Barbara
Santa Clarita
Santa Maria
Santa Rosa
Santee City
Simi Valley
Solana Beach
South Pasadena
South SF
Stanton
Surprise
Tehachapi
Temecula
Torrance
Tulare
Turlock
Twentynine Palms
Vallejo
Ventura
Victorville
Victorville
Visalia
Vista
Wasco
West Covina
Whittier
Wildomar
Yucaipa
Yucca Valley



Districting Clients List

National Demographics Corporation

Community College Districts

Antelope Valley

Barstow

Coast

Cuesta

Glendale

Grossmont-Cuyamaca

MiraCosta

Palomar

Pasadena City College

Rancho Santiago

San Diego

Santa Clarita

Sierra

Southwestern

Special Districts

Alta Irrigation

Castaic / Newhall Water

Castaic Lake Water Agency

Chino Fire

Desert Healthcare

Desert Water Agency

Fallbrook Regional Healthcare

Fresno Irrigation

Grossmont Healthcare

Imperial Irrigation District

Joshua Basin Water

Jurupa Community Service District

Kings River Conservation District

Lake Arrowhead CSD

Western Municipal Water

Westside Community Health Care District

Leucadia Wastewater

Mojave Water Agency

Monterey Airport

Palmdale Water

Palomar Healthcare

Rowland Water

San Bernardino Water

Santa Clara Valley Water

Santa Maria Airport

Tri-City Health

Tulare Health Care District

Upper San Gabriel Valley

West Valley Water

Winton Water

School Districts

Alpine Union

Alpine Union Elementary

Alta Vista

Bakersfield City Schools

Barstow Unified

Bonsall Union

Elementary

Borrego Springs Unified

Buena Park Elementary

Burton Elementary

Cajon Valley Union

Cajon Valley Union

Cajon Valley Union

Elementary

Calistoga Joint Unified

Capistrano Unified

Capistrano Unified

Cardiff Elementary

Carlsbad Unified

Carlsbad Unified

Caruthers

Castaic Elem

Castaic Elementary

Cayucas

Centinela Valley

Central Unified

Central Union High

Centralia Elementary

Chula Vista Elementary

Claremont Unified

Clay Elementary

Clovis Unified

Coalinga-Huron

Coronado Unified

Covina Valley

Cypress Elem

Dehesa Elementary

Del Mar Union

Elementary

Dinuba Unified

Eastern Sierra Unified

Eastside Union

Elementary

El Monte Union High

Encinitas Union

Elementary

Escalon Unified

Escondido Union

Elementary

Escondido Union High

Exeter Elementary

Exeter High

Exeter Unified

Fallbrook Elementary

Fallbrook High

Fallbrook Union

Elementary

Fallbrook Union High

Fillmore Unified

Firebaugh-Las Deltas



Districting Clients List

National Demographics Corporation

Fresno Unified
Fullerton Union High
Glendale
Glendale Unified
Golden Plains
Goleta Unified
Greenfield
Grossmont Union High
Hawthorn Elementary
Hughson Unified
Inglewood Unified
Irvine Unified
Jamul-Dulzura Union
Julian Union Elementary
Julian Union High
Kerman Unified
Kern High
Keyes Union
Kings Canyon Unified
Kings River
Kingsburg Elementary
Kingsburg High
La Mesa Spring Valley
La Mesa-Spring Valley
Lake Elsinore
Lakeside Union
Elementary
Lakeside Union School
Lancaster Elementary
Lawndale Elem
Lawndale Elementary
Lemon Grove
Elementary
Lindsay Unified
Los Alamitos Unified
Lowell Joint Union
Lucia Mar Unified
Madera Unified
Magnolia Elementary
Merced City Elementary
Merced Union High
School District
Modesto City Schools
Modesto City Schools

Modoc Unified
Monson Soltana
Morgan Hill Unified
Morongo Unified
Mountain Empire
Napa Valley Unified
National Elementary
New Jerusalem
Newhall Elementary
Newman Crows Landing
Oak Grove Elementary
Oceanside Unified
Oceanside Unified
Pacific Union
Palo Verde
Panama Buena Vista
Pasadena Unified
Perris Union High
Pixley Union
Placentia Yorba Linda
Pleasant View
Pomona Unified
Porterville Unified
Poway Unified
Poway USD
Ramona Unified
Ramona Unified
Rancho Santa Fe
Elementary
Redlands Unified
Redwood City Schools
Richland School District
Riverbank
Riverdale Unified
Rosemead Unified
Salida Union
San Benito High
San Dieguito
San Dieguito Union High
San Marcos Unified
San Pasqual Union
Elementary
San Ramon Unified
San Ysidro Elementary

Santa Cruz City Schools
Santa Monica Unified
Santee Elementary
Selma Unified
Sequoia Union High
Sequoia Union High
Simi Valley Unified
Solana Beach Elementary
South Bay Union
South Pasadena Unified
South SF Unified
Spencer Valley
Elementary
Strathmore Elementary
Sundale Union
Elementary
Sweetwater Union High
Tulare City Elementary
Tulare City High
Tulelake Basin
Turlock Unified
Tustin Unified
Twin Rivers Unified
Vacaville Unified
Vallecitos Elementary
Valley Center Pauma
Unified
Victor School District
Visalia Unified
Vista Unified
Walnut Valley Water
Warner Unified
Washington Unified
Washington Union
Waterford Union
West Contra Costa USD
West Fresno Elementary
Westminster Elem
Whittier City Schools
Whittier Union High
Whittier Union High
Woodlake Union

Counties

San Mateo (the last county that was not by-district)

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 4, 2019

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2019-,
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH NATIONAL DEMOGRAPHICS CORPORATION, INC. IN AN
AMOUNT NOT TO EXCEED \$36,625 TO PROVIDE PROFESSIONAL
DEMOGRAPHER SERVICES TO ASSIST THE CITY IN ESTABLISHING
FOUR NEW CITY ELECTORAL DISTRICTS**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2019-, authorizing the City Manager to execute a contract with National Demographics Corporation, Inc. in an amount not to exceed \$36,625 to provide professional demographer services to assist the City in establishing four new City electoral districts, subject to final review and approval by the City Attorney.
2. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

The City of Marina currently elects its Council Members through “at-large” elections. In 2001, the state adopted the California Voting Rights Act (CVRA), which expanded on the federal Voting Rights Act of 1965. Both acts were intended to address concerns of vote dilution and discrimination in a small number of cities. Adoption of these laws slowly set all communities on the path to go to district elections instead of at-large elections eventually.

ANALYSIS:

Undertaking the process of moving from at-large elections to district-based elections requires a high level of technical demands that exceed the typical skillsets of City staff. To assist the City in going through this process, staff has sought a proposal from National Demographics Corporation (NDC) for the professional demographic services necessary. Attached as **EXHIBIT “A”** to this staff report is a proposed Agreement for Professional Engagement and NDC proposal. As proposed, NDC proposes to provide: project setup and coordination; plan development (draft maps); plan presentation; and coordination with the County Registrar of Voters to implement the adopted districts. Additional services that the City may want to utilize include “Public Participation Kits” and hosting an online interactive system that facilitates public participation as well.

The process the City will follow to adopt district maps includes the following milestone dates and actions:

- September 17 – Educational Presentation 1 to discuss data and receive Council and public input
- October 1 – Educational Presentation 2 to discuss data and receive Council and public input
- November 5 – Draft Map Presentation 1 for Council and public input
- November 18 – Draft Map Presentation 2 for Council and public input
- December 4 – Council to consider a Resolution adopting the final district maps

As stated above, NDC's proposal includes a few optional services should the City wish to include them. At this time, staff is proposing that the City Council approve the attached Agreement with the not to exceed amount of \$36,625, allowing the City the flexibility to chose whether to engage in the extra services or not as we enter the process and get a better understanding of our level of citizen engagement.

FISCAL IMPACT:

The funding for this contract will come from revenues in excess of expenditures for the 19/20 fiscal year. As a result, it is recommended that the Council approve the contract and authorize a \$36,500 increase in professional services budget in the City Manager's budget.

CONCLUSION:

Adopting Resolution No. 2019-, will authorizing the City Manager to execute a contract with National Demographics Corporation, Inc. in an amount not to exceed \$36,625 to provide professional demographer services to assist the City in establishing four new City electoral districts

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEW AND CONCUR

Layne Long
City Manager
City of Marina