

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 17th day of NOVEMBER, 2014, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and National Demographics, Inc., a California Corporation, whose address of record is P.O. Box 5271, Glendale, California 91221 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to transition from at-large to by-district elections. This project will require the use of a qualified demographer to assist with the preparation of maps that contain six city council election districts within the City to comply with both the Federal and State Voting Rights Acts; and

WHEREAS, Consultant represents that it possesses the professional skills to provide demographic services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the demographic services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Clerk or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **RESERVED.**

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Fifty Thousand Dollars (\$50,000.00).

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. **ASSIGNABILITY OF AGREEMENT.** It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

12. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

13. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

14. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

15. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

16. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

17. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

18. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

19. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

20. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

21. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the

counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: John M. Bramble
City Manager

ATTEST:
JOHN M. BRAMBLE, CITY CLERK

BY: [Signature]
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Ken Ayed 10/27/14
City Attorney Date

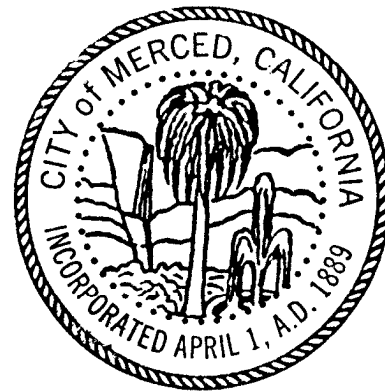
214923 PO#: 116593
ACCOUNT DATA:

BY: [Signature]
Verified by Finance Officer

Funds Available. 11/18/14

001-0204-512-17-00

\$50,000.00 W



CONSULTANT
NATIONAL DEMOGRAPHICS, INC.,
A California Corporation

BY: [Signature]
(Signature)

Douglas Johnson
(Typed Name)

Its: President
(Title)

BY: [Signature]
(Signature)

Douglas Johnson
(Typed Name)

Its: Secretary/Treasurer
(Title)

Taxpayer I.D. No. 95-3388237

ADDRESS: P.O. Box 5271
Glendale, CA 91221

TELEPHONE: (909) 624-1442

FAX: (818) 254-1221

E-MAIL: DJOHNSON@NDCRESEARCH.COM



Proposed Methodology and Scope of Work

A city's initial transition from at-large to by-district elections is a crucial point in the city's history that will shape city government for decades. While the districts will have to be revised after each decennial Census, the initial districts will be the template on which future revisions are based.

Given Merced's 'community committee' approach, increasing public awareness and engagement in the process is especially important. NDC has worked with many such state and local redistricting commissions (and NDC personnel even helped write most of the charters and constitutional amendments creating such commissions). NDC has found that our "3 E's" approach to Engage, Educate and Empower the public is particularly useful in initial districtings and with independent commissions, and we recommend this approach for Merced.

1. Districting Planning and Preparation

i. NDC will work with the City and the Committee to collect and verify the demographic data needed for the project. A specialized computer mapping database will be developed for the project, and NDC's redistricting system will be prepared for the project. The basic database will include the 2010 Census data; Citizens of Voting Age data from the Census Bureau's 2008-2012 American Community Survey (updated with 2009-2013 ACS data once it is available), and voter registration and turnout by ethnic surname data available from the California Statewide Database. All of these elements are required to ensure plan compliance with the federal equal population and Voting Rights Act requirements. Depending on the City, Committee, and public requests, and on the availability of data, NDC will add into this data additional demographic profile information from the American Community Survey; neighborhood, master plan, and/or zoning data from the City; school locations and attendance boundaries of local schools; and any other GIS-ready data that the City, Committee and/or the public request.

ii. NDC will, at the jurisdiction's direction, either prepare materials for the jurisdiction's website, or prepare, post, and maintain an independent project-specific website. This site would include project contact information; links to all project-related notices, agendas, and minutes; copies of all public submissions to the project; maps and demographic data for each plan considered during the project; the "public participation kit" for downloading by any interested person, if that option is included in the project; links to online interactive maps for plan review; and, if the option is included in the project, a link to the online redistricting tool.

iii. NDC will, if the option is included in the project, create the master "public participation kit" materials and/or the online redistricting tool. Both will contain instructions, maps, population data, and other pertinent information for designing plans. NDC will prepare a Spanish-language version of the kit, and will work with the City to translate the kit materials into Hmong and any other requested languages.

2. The first "E": Engage: Public and Media outreach

i. NDC will work with the City and the Committee to craft a detailed project schedule and public outreach campaign plan. (A tentative timeline is included later in this proposal.)

EXHIBIT A



ii. An informational presentation would be delivered at Council and Committee meetings and at community forums on this topic. Some NDC client jurisdictions prefer the relative informality of community forums. Others prefer to hold formal hearings. NDC has extensive experience with both approaches, and NDC welcomes the Committee's direction on this detail.

iii. NDC can provide materials and train City staff or interested community volunteers on how to make such presentations, if requested.

iv. NDC recommends that the Committee (and NDC) hold a media briefing on the process, rules, and details of the districting process. NDC will also be available to answer any media inquiries that the City or Committee asks NDC to address. The materials NDC prepares for public outreach, from the community meeting presentations to the actual maps and demographic reports, all provide useful information and guidance for the media as well.

3. First-round "Blank Slate" Hearings

These forums would have two primary purposes:

A. **The 2nd "E": Educate:** These forums would educate the public (and, to the degree needed, the Committee members) on the following:

- a. The Federal, State and City Charter rules for districting;
- b. The districting process and schedule;
- c. City demographics, in particular how they relate to State and Federal Voting Rights Acts but also their use in identifying "communities of interest" as defined in the City Charter;
- d. How to use the plan review and public input tools (such as the interactive online maps and the optional public participation kits and/or online redistricting tool); and
- e. How to offer testimony that is most relevant to, and actionable for, the Committee's tasks and decisions.

B. Community of Interest identification:

After draft plans are released, the public discussion will inevitably focus on the lines: where are they drawn, where else might they have been drawn, and what is their impact on the areas they divide. Such questions will dominate the discussion.

In "Blank Slate" hearing(s) or forum(s), there are no specific lines to distract anyone from the central topic of identifying communities of interest. This leads to a lower level of public interest in the "blank slate" round, but it also improves the quality and usefulness of the public input received on what "communities of interest" should form the building blocks of the eventual concept, draft and recommended plans.



NDC recommends that the Committee hold at least one, and preferably two to four, “blank slate” initial hearings or forums, in addition to the public forums related to the Draft and Recommended plans that are required by the Charter.

4. The 3rd “E”: Empower the Public

Following the “blank slate” hearings or forums, NDC recommends a pause in Committee meetings. While outreach and engagement efforts would continue, NDC recommends a pause that allows the public (1) to process what it learned at the initial forums, and, more importantly, (2) to draw or otherwise submit maps of communities of interest and concept plans.

During this time the public will be encouraged to review the information and data provided so far by the Committee and NDC. The public would use this time to draw their own plans, whether on a sophisticated GIS computer mapping system, on the back of a napkin, or anything in between, including using any of NDC’s optional public mapping tools that may be provided.

This time for the public to act, and the Committee’s respect for the public input that it represents, is at the heart of the 3rd “E”, “Empower the Public.”

Plans and other input should be posted to the project website as they are received, so that other members of the public can review and comment on the proposals. This circle of interaction is the key to a productive and self-propelling level of public support for the Committee’s work.

Sometimes potential clients raise concerns about being flooded with maps drawn by the public. Obviously this would be a nice problem to have. And NDC has easily and efficiently handled this (very welcome) challenge many times in the past. NDC manages this for our clients with little problem. First, NDC does not charge “by the hour” for processing plans and other maps received from the public: the firm joins the City and the Committee in wanting a maximum level of public participation – without a financial penalty to the City for successful public engagement. Second, in Arizona NDC efficiently processed, organized and presented for Independent Committee action over 150 different statewide redistricting plans. In the City of Menifee’s districting, NDC processed over 35 different publicly-submitted districting plans. And in a number of our client jurisdictions, high school and/or college classes have offered students extra credit for drawing, submitting, and presenting to the Committee districting plans, often leading to 40 or even 60 student-drawn plans. NDC loves to see such interest and engagement! And NDC personnel are very experienced at sorting such plans; identifying common ideas and themes; and presenting those ideas, themes and options to the Committee in a clear and organized manner that allows the Committee to efficiently evaluate and act on each idea, without having to spend hours on each individual submission.

5. Drafting Consultant Draft Plans

- i. Once the public has had an initial period of time to draw and submit its community of interest and initial concept maps, NDC as the Committee’s consultant would then (quickly) develop two or three “consultant’s draft” plans. These draft plans would be based on both



the public input and on NDC's review of any possible significant approaches to district-drawing that the public have missed in its initial plans.

These plans do not supersede the plans drawn by the public. Instead, NDC's goal is to ensure that the Committee has a full slate of options before it as it begins its line-drawing decisions. NDC aims to present a sufficient range of options that the Committee thinks we went "too far" and rejects at least one map as too extreme in some semi-ridiculous way – if we or the public are not pushing the boundaries, then we may discover that there was an entirely reasonable approach that was missed, unnecessarily limiting the scope of the Committee's (and the public's) awareness of the options available to it.

NDC often hears the question of why not just choose one place in the City and begin drawing from there? NDC is happy to do so if that is the Committee's request, but NDC's recommendation is to consider multiple concepts, drawn with entirely different starting points. The reason is that every decision made when drawing lines "ripples" through the entire map. And the biggest "ripple" is from the choice of initial starting point. While redistricting professionals can often see the impact across the plan of choosing a specific starting point, in NDC's experience the public and the Committee will gain a much better understanding of this ripple when shown multiple options, rather than relying on assurances from the consultant that a given starting point (and the resulting flow of later decisions) is the right one.

NDC also is often asked whether any line-drawing should be done outside of official public hearings and meetings. While NDC can (and has) done projects where line-drawing is only done in public meetings, we have found that this approach significantly restricts the discussion and puts the client and the public at the consultant's mercy. A redistricting consultant with 10 or more years of experience can tell where a decision in one part of the map is going to "ripple" through the rest of the map, but the public and Committee likely will need to see the options drawn in order to evaluate those "ripples." When drawing lines during an official meeting, time and public attention limits push the Committee along a linear path within in a single plan. A better approach, in NDC's experience, is to allow your consultant time to test different options and to present to the public and to the Committee the many plans that illustrate the choices facing the commission. As a part of the work required to develop such illustrative maps, many other plan ideas will be tested and rejected by NDC, most often because some ideas are impossible to implement within the "equal population" requirements. But it is a waste of the Committee's and the public's time to do this kind of experimentation leading to failed (most often because the result is illegal) plans live in a meeting. NDC is happy to follow any direction given by the Committee, but NDC's recommendation is to allow your consultant to test and present a wide array of plans, rather than limiting the discussion only to plans that there is time to draw live in a Committee meeting. Either way, obviously, all Committee discussion and Committee action on all plans will occur only in public meetings.

6. Online Posting of All Plans

NDC will post online (in Google Maps and/or ArcGIS Online) interactive versions of all plans (those submitted by the public, drafted by NDC, and those adopted by the Committee). This interactive posting allows interested members of the public and/or members of the Committee to view and zoom in and out on details of the proposed plans



down to the individual house level. You can see one such example from San Mateo County at the following URL: <http://bit.ly/1qDWDgT>, and an example from our work with Sweetwater High School District at the following URL: <http://bit.ly/1rVRnaw>

NDC's typical timeframe is to have all plans posted online with 72 hours of receipt by NDC, though the number of plans involved and weekends and holidays may occasional result in slight delays.

A list of plans and a link to the interactive version of each plan will be provided to City or Committee staff for posting on the project website (or posted by NDC, if an NDC-managed project website is an option chosen by Merced).

These interactive review sites allow zooming in and out on the plans and changing from street maps to satellite images as the underlying geography, but they do not allow editing the plans and/or developing one's own plan online. That ability requires the online redistricting software option, listed in the "optional elements" section of this proposal.

7. Draft Plan Consideration and Revisions

Once public and NDC draft plans are drawn, the Committee's evaluation and decision-making begins. This is, in the majority of projects, an iterative process, and the public remains fully engaged. Additional public comments, and even more plans drawn by the public, should be expected (and hoped for) as this process moves forward. NDC expects that both the initial public plans and NDC's draft plans will lead to questions, ideas, and directions from the Committee that will, in turn, lead to tests and even more draft plans.

Gradually, either in one meeting if there is considerable consensus, or over the course of a number of meetings, the Committee (with NDC's assistance) will narrow down the number of options to the point where the Committee selects the two plans for recommendation to the Council.

8. Plaintiff Meeting

The settlement agreement requires a meeting with plaintiffs and counsel prior to plan adoption, and NDC recommends that we attend this meeting to address any questions that may arise; to be able to immediately (live in the meeting) draw any plan alternatives that the attendees wish to see, and to make a maximum effort to ensure all parties are comfortable with the recommendation to the Council.

9. Council Consideration

NDC will assist the Committee in preparing the plans for presentation to the Council, including preparing any report or detailed summary that the Committee or the Council requests. NDC can also draw and show live in the Council meeting any potential revisions the Council members wish to see, and NDC will draw any full plan changes that the Council requests. In short, NDC will prepare any maps or materials that the Committee and/or Council request, as NDC is committed to a smooth process of Council review and plan adoption.



10. Plan Implementation

Once a plan receives final approval from Committee and Council, a highly technical and complicated County process remains before the plans are fully implemented. NDC will work with City staff and the County Registrar of Voters to ensure that the new plan is efficiently and accurately conveyed to the Registrar in the appropriate computer file format. NDC also works with the Registrar to confirm that the plan is fully and accurately implemented in the County's election and voter information systems.

Optional Project Elements: (pricing for each provided in the pricing section below)

In addition to the services listed in the following Scope of Work sub-sections, NDC offers three optional project elements that the City and the Committee can add into the project (or not) as it wishes:

A) Additional meetings, whether informal forums, official Committee or Council hearings or meetings, or any other meetings, can be added to the scope for a simple "per meeting day" fee;

B) NDC "Public Participation Kits," consisting of both "pure-paper" and "paper-and-Microsoft Excel" versions, can be developed by NDC and distributed to members of the public interested in drawing their own plans. While more cumbersome to use than the online tool option, these kits are less expensive than the online tool, and the kits are very handy tools for groups, such as a neighborhood watch group or a homeowner association, to use when drawing plans they wish to submit for Committee consideration. There is a learning curve to using them, but it is quick and few people draw only one plan: once they figure out the tool, most enjoy drawing two, three, or (our record) as many as 19 different plans. One Modesto resident praised the kit thusly:

"The Excel spread sheet 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...sometimes having it in front of me even in multiple sheets of paper ..Well, I guess sometimes I'm old school, but it seems to help me visualize it."

Both the paper and Excel versions of the kit currently being distributed by Visalia (an NDC client) are available at the following link: <http://bit.ly/1qgBmKO>

C) NDC also offers Online Redistricting tools that allow interested members of the public to draw and submit their own districting plans, using the same data available to NDC and the Committee. While the vendor of NDC's past online software tool, Caliper Corporation, recently took it off the market (to rewrite and hopefully upgrade for the 2021 redistricting cycle), NDC has partnered with Azavea for a relatively low-cost option using DistrictBuilder software. A sample DistrictBuilder website is available at the following link: fixphillydistricts.com (user guide available at this link: <http://bit.ly/1rVTF9u>).

ESRI (the maker of ArcGIS computer mapping software) offers a significantly more expensive online redistricting option, but the City may want to consider it if residents have experience with it from following, or even participating in, the City of San Diego's 2011 redistricting process. NDC, as San Diego's consultant, used and managed the ESRI



system and it is probably slightly easier to use, and offers a more extensive redistricting toolset to users, than DistrictBuilder, but it is also (by far) the most expensive option.

The Advancement Project (also known as Healthy Cities) also offers an online redistricting tool that was part of NDC's work on the San Mateo County districting project. This tool is an acceptable option, but it has some limitations, and Advancement Project often requires that clients engage their 'training the public' team as a condition of using their online system (at additional expense). The City of Escondido's Districting Committee announced its intention to use the Advancement Project software, but for unspecified reasons the system was never provided to the public. Given NDC's successful experience working with the Advancement Project system in San Mateo County, if the Committee prefers this tool NDC will work with the vendor to launch and operate this system.

Whatever options Merced does (or does not) select for inclusion, NDC will ensure that the City meets all Charter and other requirements and fully engages the public in the process. NDC's proposed process is detailed in the following step by step description.

Tentative Schedule

Assuming the October start mentioned in the RFP, NDC proposes the following tentative timeline (numbers correspond to the appropriation sections of the "Methodology / Scope of Work" section above):

Planning and Database Production	November
Initial Public and Media Outreach.....	November / December / January
First Round Educational / Community of Interest Forums.....	January
Pause for Public Consideration and Input and NDC drawing of initial concept plans	February
Committee & public consideration of draft plans.....	March
Committee Adopt Recommended plans	early April
Plaintiff meeting	mid-April
Council consideration and Adoption	May / June



Project Elements and Costs:

NDC uses a “menu” approach to pricing, mainly because our goal is to work with our clients to maximize public engagement and NDC does not believe a jurisdiction should have to pay more if its residents draw more plans or ask more questions (as would be the case in an hourly-fee contract).

The basic project elements are required to successfully complete the task, while optional items can be added (or not) at the jurisdiction's discretion:

Basic Elements \$42,500

- Development of redistricting database including Decennial Census, 2008-2012 American Community Survey data from the U.S. Census Bureau, and California Statewide Database data;
- Providing samples of public outreach materials from other NDC clients, and assisting Staff, the Council, and/or the Committee with development of similar materials;
- Incorporation of any Geographic Information System (GIS)-ready data that the City or the Committee wishes to include and provides;
- Analysis and preparation for Committee consideration of all whole or partial plans submitted by the public;
- Development of 2 or 3 "Consultant's Draft Plans" for Committee and public consideration (all of which will have three districts north and three districts south of the Burlington Northern Santa Fe Rail line, as NDC has confirmed such a configuration will have the appropriate population counts);
- Development of new and/or revised plans requested by the public, the Committee and/or the Council;
- Conversion of all maps and reports to web-friendly versions for posting on City website, including providing ArcGIS Shapefile and Google Earth KML files for all plans;
- Online posting of all plans for public review;
- Seven in-person meetings / presentations:
 - Two first-round Committee meetings
 - Two second-round Committee meetings
 - Committee meeting to consider and adopt recommended plans
 - Meeting with plaintiffs and counsel to discuss recommended plans
 - Council meeting
 - (Any desired additional meeting days can be added for the simple per-meeting fee in the “optional elements” section below)
- Any conference calls and/or web conferences to discussion the project's progress or answer any Committee, Council or Staff questions that may arise;
- Work with City Staff and the County Registrar of Voters to implement the final adopted plan.

Optional Elements

- Additional in-person Council, Committee, or other meetings, per meeting day (beyond the 7 included in the basic elements) \$1,750



- Creation, maintenance and updating of a project website (if the City does not prefer to host the project website within its own site)\$4,000
- Creation of a "Public Participation Kit" in paper/Acrobat PDF-only and paper-plus-Excel formats, including all necessary instructions and processing of all submitted plans\$3,500
- Avazea DistrictBuilder Online redistricting application.....\$15,000
- ESRI Online redistricting applicationunknown, but likely ~\$50,000
- Advancement Project online redistricting application..... unknown, but likely \$10-\$20,000
- Translation of any project materials (per page, per language)\$125 per page

The price stated for each element includes all travel and other per diem expenses.

Each "Hearing" or "Meeting" is assumed to last only one calendar day, and each additional calendar day is counted as an additional meeting. Multiple meetings held on the same day result in only one meeting day expense.

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.

Proposed payment terms:

NDC requests that one-half of the basic payment be made at project start. Payment for any options, along with the remaining half of the basic payment, is requested at the conclusion of the project.



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.