



REPORT TO CITY COUNCIL

Approved by: *Alicia Gonzales*

Alicia Gonzales, City Clerk

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: June 16, 2021

Agenda Number: D-3

SUBJECT:

Consideration of Demographer Consulting Services for the 2020 Census Redistricting Process

RECOMMENDATION:

Adopt a Resolution Approving an Agreement with Best Best & Krieger LLP (BB&K) to perform consulting services for the 2020 Census Redistricting Process and Approving Amendment to the General Fund Fiscal Year 2020/2021 Budget for a Line Item Increase of \$50,000 within the Contract for Legal Services Account

SUMMARY:

Every 10 years, after the U.S. Census, State law requires the City Council to examine and, if necessary, adjust the City Council district boundaries to ensure compliance with the Voting Rights Act. In short, the resulting council district boundaries must be balanced in population in accordance with local, state, and federal rules governing the redistricting process. This process, called redistricting, is important in ensuring that each city councilmember represents approximately the same number of constituents. Districts, to the extent practicable, should be comprised of contiguous territory and made as equal in population as shown by the Census reports, and as geographically compact as possible. It also requires that the districts shall, as far as possible, be bounded by natural boundaries, street lines, and/or City boundary lines.

DISCUSSION:

State law requires the City Council to examine and, if necessary, adjust the City Council district boundaries every 10-years to ensure compliance with the Voting Rights Act. Certain legally required criteria must be observed when re-drawing districts:

- Each City Council district shall contain a nearly equal population;
- A districting plan shall be drawn in a manner that complies with the Federal Voting Rights Act and the Equal Protection Clause of the U.S. Constitution; and

- City Council districts shall not be drawn with race as the predominate factor.

In 2010, the City transitioned from at large to district elections, while the Mayor is elected at large. Redistricting is done using U.S. Census data, which is expected to be released in the fall 2021. For the City, the redistricting process must be completed by April 17, 2022.

The City, similar to other local governments, must comply with legal requirements for adjusting district boundaries. The City must make the adjustments by ordinance and as required by the Elections Code. The recently enacted Fair Maps Act (AB 849) includes very detailed procedural and substantive criteria.

Considering that this process is time consuming, and in an effort to minimize the appearance of bias, staff recommends that the City retain the assistance of a demographer to conduct research, analysis, and public engagement, and prepare maps and related materials to update Council districts resulting from the 2020 Census in advance of future elections.

To provide a high level of service necessary to meet the expectations of the community and Council, staff solicited written proposals from five well regarded demographers. Three proposals were received, and a comparison chart is attached for review:

- BB&K
- NDC
- Redistricting Partners

A second request was issued in June 2021 for a best & final offer to include a request for interpreter/translation services at all required public hearings/meetings and video graphic recording of all public hearings/meetings held outside of the Council Chamber. BB&K was the only respondent to the City's request for a best and final offer. The BB&K proposal is attached as Exhibit A to the resolution.

The agreement will be for Full Redistricting Services to the City. These services will be provided by the consulting firm in accordance with the agreement prepared as directed and approved by the City Attorney. Staff is requesting allocation of funds from the Contract for Legal Services account. Staff is proposing that the General Fund cover the costs of the redistricting services.

Table 1 provides a summary of the proposals.

Table 1: 2020 Census Redistricting Services Proposals

<i>Services</i>	<i>Firm</i>		
<i>Firm</i>	<i>Best Best & Krieger - BB&K</i>	<i>National Demographics Corp. NDC</i>	<i>Redistricting Partners</i>
Nationally recognized PhD Demographer	Dr. Timothy P. McLarney	Dr. Douglas Johnson	Not identified
Years of Experience	25	40	10
Costs	Full Redistricting Services: Fixed fee of \$47,000 (If City's one public outreach mtg. is virtual \$45,750; includes 5 meetings; additional mtgs default to special services hourly rate.	Basic Elements \$14,500 In person, per mtg. \$2,750 Virtual, per mtg. \$1,250	\$37,000 based on expectation that most or all hearings will be done virtually, includes 5 meetings
Census, GIS, Data Collection	Included	Included	Included
Plan Development, Maps	Included	Included	Included
Host & Update Website	Included	\$4,000	Included
Plan Implementation w/Registrar of Voters	Included	Included	n/a
Public Engagement & Outreach Assistance	Conducts required public hearings, participation in one, in-person public outreach meeting. Assist agency staff reports, makes available sample outreach materials, mapping kit.	Assists agency staff and makes available to all client's sample outreach materials, conducts workshops, hearings, public participation basic mapping tool kit	n/a
Spanish-language interpretation/translation	Included	n/a	n/a
Videography services for meetings/hearings held outside of City Hall	Included	n/a	n/a
(Optional-not required) Online Mapping tool	DistrictR \$2,200	Maptitude \$6,000: DistrictR \$3,000; ESRI Cost TBD	Maptitude \$8,000: \$2,500 training or DistrictR \$3,500
Overall Costs w/out optional items	\$45,750 - \$49,200	\$27,750 to \$35,250	\$37,000

FINANCIAL IMPACT:

Staff recommends that General Fund cover the costs of the redistricting services. More specifically, staff recommends that the Council allocate \$50,000 from the unassigned General Fund for this process

Budget Appropriation: 06/16/21					
Fund	Org	Object	Description	Increase Amount	Decrease Amount
1020	10201010	6444	Contract Legal Services	\$ 50,000	

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This action is not specifically addressed in the vision or action plans; the requested action is also not in conflict with any of the action or goals contained in that plan.

ALTERNATIVES:

1. Council may request that staff solicit additional proposals.
2. Council may request that staff request clarifying questions of proposers.
3. Council may request to table the item to a future date and request that staff provide additional information.

ATTACHMENTS:

1. Resolution
2. Agreement between BB&K LLP and the City of Madera for Redistricting Services

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING CONTRACT WITH BEST BEST & KRIEGER LLP TO ASSIST WITH
2020 CENSUS REDISTRICTING PROCESS**

WHEREAS, under local, state, and federal law, and the impending 2020 Federal Census, the City is required to undergo a redistricting effort to reflect any actual changes in demographics or population in preparation for elections in 2022; and

WHEREAS, in Madera, the City Council is responsible for drawing districts to ensure that each city councilmember represents about the same number of constituents; and

WHEREAS, the City now wishes to contract with Best Best & Krieger LLP (BB&K) for these required services; and

WHEREAS, BB&K is especially well known for its districting and redistricting work with local governments; and

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA, hereby resolves, determines, finds, and orders as follows:

1. The above recitals are true and correct and incorporated herein by reference
2. The City Council approves a contract with Best Best & Krieger for demographic services addressing the 2020 Census and possible local redistricting obligations as set forth in Exhibit A and authorizes the City Manager to execute the contract.
3. This resolution is effective upon its adoption.

* * * * *

CITY OF MADERA

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and Best Best & Krieger LLP ("Consultant"). This Agreement shall be effective on the date signed by City which shall occur after execution by Consultant ("Effective Date").

RECITALS

A. City has sought, by a Request for Proposals, to select a consultant to provide redistricting services.

B. Consultant is engaged in the business of furnishing such services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in this Agreement.

C. City has selected Consultant to perform the requested Services on the basis of Consultant's demonstrated competence and professional qualifications.

D. City desires to retain Consultant, and Consultant desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

1. Scope of Services. Consultant shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Work" set forth in **Exhibit A** attached hereto and incorporated by reference herein, and as may be revised by mutual agreement of the parties. Consultant warrants that it is qualified to perform the Services under this Agreement. Consultant shall be familiar with and shall comply with all State and Federal laws and regulations applicable to the work to be performed under this Agreement.

2. Commencement of Services; Term of Agreement. The term of this Agreement shall be from June 17, 2021 and shall continue until Consultant, as determined by City, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party in accordance with this Agreement, whichever is earlier.

(a) Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors assigned to perform the Services under this Agreement.

- (b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A," unless such additional services are authorized in advance and in writing by the City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Consultant.
3. Compensation for Services. City shall compensate Consultant for rendering the Services as follows:
- (a) Both parties agree that Consultant's proposal to complete the Services described in Exhibit A, is April 17, 2022.
- (b) Consultant shall invoice City for all work performed and expenses incurred.
- (c) City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Consultant of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.
4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.
5. Standard of Care. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.
6. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, Consultant intends to utilize in

Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and five (5) copies of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a.. Termination by City: Without Cause. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Consultant.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon twenty (20) days prior written notice to the other party of a material breach, and a failure to cure within that time period.

c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement

through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Consultant shall provide City with copies of required certificates of insurance upon request.

18. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of the acts, errors, or omissions constituting negligence, gross negligence, willful misconduct or fraud of Consultant or its subcontractors relating to the performance of Services described herein. Consultant's duty to defend and indemnify City shall not extend to injuries or damages that are the result of City's sole negligence or willful misconduct.

Consultant's duty to defend shall immediately arise when a claim is asserted and/or a lawsuit is initiated against the City arising out of or occurring in connection with the acts, errors, or omissions constituting negligence, gross negligence, fraud or willful misconduct of Consultant or its subcontractors relating to the performance of Services described herein and regardless of whether others may owe the City a duty of defense and/or indemnity. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement for a period of two (2) years.

In no event shall either party's total liability under this Agreement exceed \$200,000. Furthermore, in no event shall either party be liable to the other for indirect, consequential, special or liquidated damages.

19. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the

covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

20. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To: City

Arnoldo Rodriguez, City Manager
City of Madera
205 W. 4th Street
Madera, CA 93637

To: Consultant

Best Best & Krieger LP
Attn: Stephanie Smith
18101 Von Karman Ave, Suite 1000
Irvine, CA 92612

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

21. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

22. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

23. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

24. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

25. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

26. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any

provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

27. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

29. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

30. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

31. Compliance with All Laws. In providing the services required under this Agreement, Consultant shall at all times comply with all applicable laws of the United States, the State of California, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

Signatures on Page 8

Best Best & Krieger LLP

CITY OF MADERA

By: _____
Stephanie Smith, Director of Election
Services

By: _____
Arnoldo Rodriguez, City Manager

Date: _____

Date: _____

EXHIBIT A
SCOPE OF WORK

City of Madera
Redistricting Services
Scope of Work

➤ Project setup and coordination

- BB&K will develop a demographic database including U.S. Census Bureau and California Statewide Database data. This work involves taking the U.S. Census and California Statewide Database data and creating data files that can be manipulated and extrapolated across the census block level and census tract level mapping elements to create balanced and legally compliant maps
- BB&K will incorporate any Geographic Information System (GIS) data that the jurisdiction wishes to include and provides (such as school locations, school attendance areas, important local landmarks, or local neighborhood boundaries). This information will be discussed during initial project meetings with City staff and/or the City Council at the City's request, and incorporated into the mapping criteria used to create proposed boundary maps.
- BB&K will conduct initial telephonic discussion about data, communities of interest, project schedule, criteria, and special concerns of the jurisdiction. This discussion will occur within 30 days of contract award, and establish the timeline for the project, as well as convey the City's preferences or concerns regarding boundary development or current district boundaries.
- BB&K will provide Spanish-language interpreter/translation services at all required public hearings/meetings. A qualified Spanish-language interpreter will be in attendance at all required public hearings and outreach meetings, regardless of location within the City boundaries. BB&K will coordinate with City staff the preferred method of presentation translation (i.e., concurrent translation to Spanish-speaking persons in a sequestered portion of the meeting room, or bilingual presentation to all attendees). The interpreter will translate any questions from members of the public as well as answers provided during the hearings/community meetings.
- BB&K will provide videographic recording of all public hearings/meetings held outside of the City of Madera Council Chamber. A videographer will attend all public hearings/meetings not held inside the Council Chambers, and produce an mp4 video file within 24 hours of the hearing for sharing on the City's website, the dedicated redistricting website, and community access channels at the City's direction.
- BB&K will attend any virtual/telephonic calls to discuss project progress or answer questions. There is no additional charge for having internal City/BB&K meetings held via telephone or over a virtual platform such as Zoom. Following the initial discovery meeting, BB&K proposes holding bi-weekly project team meetings to ensure the project remains on schedule and issues are addressed in a timely manner.

➤ Plan development

- BB&K will draft a memo on population balance and any potential divisions of “protected class” population concentrations in the existing election areas map. Once the census data is released, BB&K will review the current census numbers against the existing district boundaries and enumerate potential areas of risk for Voting Rights Act challenges.
- BB&K will attend and/or present at all required public hearings and one community outreach meeting. BB&K will provide public hearing notice templates in English and Spanish for the City’s publication needs.
- BB&K will create two to four initial draft maps. At the City’s direction, BB&K will provide at least two, and up to four initial maps for the Council’s initial consideration. These maps will incorporate any specific concerns or communities of interest, landmarks, neighborhoods, etc., as identified in the project set up and coordination phase of project.
- BB&K will analyze and prepare all whole or partial plans submitted by the public for presentation. Maps submitted by the public or by Council Members will be analyzed for Voting Rights Act compliance and incorporated in to the presentation to the City Council for consideration. Maps that are substantially similar may be aggregated into one or two maps with the differences being noted during the presentation to the Council. All maps submitted by the public will be reviewed and brought to the Council’s attention, with the appropriate commentary as to their viability or legal compliance.
- BB&K will convert all maps and reports to web-friendly versions. Documents can be submitted in a variety of forms using various media, paper, pen, crayon, marker, photographs, etc. BB&K will digitize all maps submitted in hard copy, as well as the GIS files used by BB&K mapping team members into web friendly files that can be easily downloaded by members of the public.
- BB&K will post all maps online to an interactive review website. Draft maps are required to be posted on the internet at least 7 days prior to adoption by the City Council. To facilitate public review, BB&K will post all draft maps as required and ensure the public has advance opportunity to review and comment on the draft maps prior to the required public hearings.
- BB&K will create any additional or revised maps as requested. If, during the public hearings, the Council indicates it would like to see additional or revised maps, BB&K will produce those maps for the Council’s consideration and provide at the next scheduled public hearing.
- BB&K will prepare the required ordinance for adoption of the final map. Once a final map has been selected and the date of the final public hearing scheduled, BB&K will provide the City Clerk, at a time of her choosing, with the draft

ordinance approving the map.

➤ Plan implementation

- BB&K will work with the county registrar of voters to implement the final adopted plan. The GIS .shp files will be transmitted electronically to the Madera County Registrar of Voters and BB&K will ensure the County has everything it needs prior to the deadline for the November 2022 election.

➤ Project website

- BB&K will create, host, and update a dedicated project website such as mapmadera2021.org. This website will be the project's "Digital Home", containing information about the redistricting process, public hearing notices, Agendas, Minutes, links to meeting/hearing videos, draft maps, a download of the public participation drawing kits, a link to the online mapping tool, should the City choose to utilize it, and other related redistricting matters. The website will be updated continuously throughout the project to ensure all legal requirements as outlined in Government Code section 21608(g). Some agencies prefer to host the dedicated website as a sub-page on the City's website. In that instance, BB&K will provide the template for the webpage, and work with City staff to upload/update the webpage with the necessary information as it becomes available and relevant to post.

➤ Paper and Excel-based map drawing kit

- As part of its fixed fee, BB&K creates both paper and Excel-based map drawing kits to provide interested parties with additional methods of engaging in the redistricting process in the event that an online mapping tool is not selected. Paper mapping kits include a one-page map of the agency broken out by census tract with population numbers and simple instructions for drawing. Participants can draw their preferred map configuration right on the page and submit their map to the agency via mail or email. The Excel-based map kit includes various census tracts and population numbers in a formula based worksheet that can be "drawn" and emailed directly to the agency for consideration.

➤ Online mapping tool (Optional)

- BB&K is committed to providing residents with technology to review draft maps and create and submit their own maps. The BB&K team recommends use of Districtr by The Redistricting Lab and will train community members in its use. Use of an online mapping tool like Districtr often results in the submission of additional maps from the public. In many cases, maps created by community members best reflect the makeup of communities and are selected by governing bodies for adoption.

City of Madera
Redistricting Services
Cost Breakdown

Project setup and coordination	\$9,800
BB&K will develop a demographic database including U.S. Census Bureau and California Statewide Database data	
BB&K will incorporate any Geographic Information System (GIS) data that the jurisdiction wishes to include and provides (such as school locations, school attendance areas, important local landmarks, or local neighborhood boundaries)	
BB&K will conduct initial telephonic discussion about data, communities of interest, project schedule, criteria, and special concerns of the jurisdiction	
BB&K will attend any virtual/telephonic calls to discuss project progress or answer questions	
Plan Development	\$22,000
BB&K will draft a memo on population balance and any potential divisions of “protected class” population concentrations in the existing election areas map	
BB&K will create two to four initial draft maps	
BB&K will analyze and prepare all whole or partial plans submitted by the public for presentation	
BB&K will convert all maps and reports to web-friendly versions.	
BB&K will post all maps online to an interactive review website	
BB&K will create any additional or revised maps as requested	
BB&K will prepare the required ordinance for adoption of the final map	
Plan Implementation	\$750
BB&K will work with the county registrar of voters to implement the final adopted plan	
Project Website	\$4,500
Paper and Excel-based map drawing kit	\$4,350
Spanish Language Interpretation/Translation	\$2,600
Off-site Videography	\$3,000
Online Mapping Tool (Optional)	\$2,200
Total without online mapping tool	\$47,000
Total with online mapping tool	\$49,200

EXHIBIT B

INSURANCE

A. Insurance Requirements

- i. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- ii. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided by the City.
- iii. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- iv. Coverage shall contain a waiver of subrogation in favor of the City.

B. Business Automobile Liability

- i. Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISP Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

C. Workers' Compensation and Employers' Liability

- i. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employers' Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

D. All Coverages

- i. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- ii. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

iii. Evidence of Insurance – Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies of requested by the City.

iv. Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California with an AM Best rating of A- VII or higher.