

**PLEASANT VALLEY RECREATION & PARK DISTRICT
1605 E. BURNLEY ST., CAMARILLO, CA
ADMINISTRATION OFFICE – ROOM #6**

**BOARD OF DIRECTORS
SPECIAL MEETING AGENDA
August 13, 2021**

Pleasant Valley Recreation and Park District thanks you for doing your part to prevent the spread of COVID-19. In alignment with the State's Guidance for the Use of Face Coverings, the District is relying on vaccinated and unvaccinated public attendees to self-attest that they are in compliance with the guidance prior to entering the public areas of the District offices.

5:00 P.M.

CLOSED SESSION

1. CALL TO ORDER

A. Recess to Closed Session

B. Closed Session

1) Conference with Legal Counsel – Litigation

The District Board will conduct a closed session, pursuant to Government Code section 54956.9(d)(2), to confer with legal counsel regarding significant exposure to litigation in one case.

C. Reconvene into Regular Meeting

REGULAR MEETING

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ADOPTION OF AGENDA

5. OPEN COMMUNICATIONS/PUBLIC FORUM

In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. Pursuant to Government Code Section 54956, no business other than what is set forth in this special meeting agenda may be considered by the Board. Pursuant to Government Code § 54954.3(a), public comment during this Special Meeting is limited to comments on the items listed on this agenda. If you would like to speak about an item on the agenda, please complete a Speaker Card and wait to speak until that item. Speakers will be allowed three minutes to address the Board.

6. NEW ITEMS

A. Consideration and Adoption of Resolution No. 686 Declaring the District's Intention to Transition from At-Large to Division-Based Elections

The District received a demand letter from attorney Kevin Shenkman which cites the California Voting Rights Act (CVRA) and urges the District to change its at-large system of electing District Board members. This item will include a discussion of the CVRA and options on how to proceed in light of the demand letter from Mr. Shenkman.

Suggested Actions: A MOTION to Adopt Resolution No. 686, declaring the Board's intention to transition from at-large elections for members of the Board, to division-based elections, and establishing an estimated timeline for doing so.

B. Consideration and Approval of a Professional Services Agreement with National Demographics Corporation and Proposed Meeting Schedule for Public Hearings

Entering into an agreement with NDC will assist the District with the process of transitioning from at-large to division-based elections.

Suggested Actions: A MOTION to:

- 1) Approve and authorize the General Manager to execute a Professional Services Agreement with National Demographics Corporation for districting services in an amount not-to-exceed \$32,000 in a form approved by the District's General Counsel.
- 2) Discuss and determine the dates for the first two public hearings that are held before maps are drawn.

C. Consideration and Approval to Accept the City of Camarillo Community Development Block Grant for the District's Food Distribution Program

This grant funding will support personnel expenses associated with the day-to-day operations of the District's food distribution program.

Suggested Actions: A MOTION to Approve and accept the Community Development Block Grant for the District's Food Distribution Program.

7. ADJOURNMENT

The next Regular Board Meeting is September 1, 2021 at 6:00 p.m.

Note: Written materials related to this agenda are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours two business days preceding the scheduled Special Board Meeting.

Announcement: Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager, at (805) 482-1996, extension 114. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: August 13, 2021

**SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION
NO. 686 DECLARING THE DISTRICT'S INTENTION TO
TRANSITION FROM AT-LARGE TO DIVISION-BASED
ELECTIONS**

SUMMARY

The attached Resolution No. 686, if approved by the Board, would declare the Board's intention to change from at-large elections for members of the Board, to division-based elections, and establish an estimated timeline for doing so.

BACKGROUND

The members of the PVRPD Board are currently elected at-large. Under an at-large system of elections, every voter in the District votes for each member of the Board, regardless of where the voter or the candidate is registered to vote in the District. Under a district-based (or "by-division") system of elections, the District is divided into districts/divisions, candidates may only run for the seat representing the district in which they are registered to vote, and voters may only vote for a candidate from their division. When the public agency is a special district, the term division is used to avoid confusion.

In March 2020, the District began to discuss whether the District should switch to division-based elections. To help with this analysis, the District hired a demographic consultant. The concern is that at-large elections allow a majority of voters to control every seat in the district, not just the seat in a particular district. Accordingly, the CVRA was written to encourage by-district/division elections.

The California Voting Rights Act (CVRA) requires a public agency to switch to division-based elections when there is "racially polarized voting". This occurs when a minority group could be unable to win a seat in a general election, whereas the minority group could potentially win a seat in division-based elections.

The analysis of the District's prior elections, conducted by National Demographics Corporation, found that if the District were challenged for not having division-based elections, the District could be found to be in a gray area and would likely be required to switch to division-based elections. As a result, the District Board directed staff to commence the process to transition to division-based elections.

On May 12, 2020, the District received a letter from attorney Kevin Shenkman on behalf of the Southwest Voter Registration Education Project and its member allegedly residing in the District, alleging that the District's at-large system of elections violates the CVRA, demanding that the District switch to a division-based system of elections, and threatening to sue the District if the District does not voluntarily switch to a district-based system of elections ("Letter"). The Letter

specifically alleges that the District's at-large election system dilutes the ability of Latinos to elect candidates of their choice or otherwise influence the outcome of the District's elections.

The first step toward switching to division-based elections is to adopt a resolution (1) declaring the District's intention to transition from at-large to division-based elections, (2) describing specific steps the District will take to facilitate this transition, and (3) establishing an estimated timeframe for doing so. The resolution before the Board tonight is only a preliminary step, not a final authorization to transition to division-based elections. The full process for the transition is described in this staff report.

ANALYSIS

California Voting Rights Act

The CVRA was adopted in 2002 and expands on the Federal Voting Rights Act by making it easier for minority groups to challenge at-large electoral systems in the courts. The CVRA authorizes lawsuits challenging at-large elections for impairments of the ability of a protected class to influence the outcome of an election. (Elections Code Section 14027.)

A CVRA violation may be established by showing that racially polarized voting likely occurs in elections for the Board. (Elections Code Section 14028.) Racially polarized voting may be determined by the extent to which "candidates who are members of a protected class and who are preferred by voters of the protected class, as determined by an analysis of voting behavior, have not been elected to the governing body." (Elections Code Section 14028(a) & (b).) In other words, if a protected class consistently votes differently, as a group, from the rest of the electorate, then a violation of the CVRA may be triggered. A judge has broad authority to implement appropriate remedies that are tailored to address specific CVRA violations. (Elections Code Section 14029.) The most common remedy has been to order the public agency to change from at-large elections to district/division-based elections.

Threatened Litigation Under the California Voting Rights Act

In order to bring a CVRA lawsuit, a prospective plaintiff must first send a notice to the local government agency alleging the agency's at-large elections may violate the CVRA. The prospective plaintiff may not file the lawsuit until 45 days after the local government agency receives the notice. (Elections Code subdivision 10010(e)(1) & (e)(2).)

If, within 45 days after receiving a notice from a prospective CVRA plaintiff, the local governmental agency adopts a resolution outlining its intention to transition from at-large to division-based elections, specific steps that it will undertake to facilitate the transition, and an estimated timeframe for doing so, then the prospective plaintiff may not bring a lawsuit unless the agency has failed to complete the transition 90 days after the adoption of the resolution. (Elections Code Section 10010(e)(3).) The process to switch from at-large to division-based elections is described below.

If a local agency adopts an ordinance changing from at-large to division-based elections in response to a threat of litigation, then the agency must reimburse the prospective plaintiffs who sent the notice for their reasonable attorney's fees and costs incurred to prepare the notice. Such attorney's fees and costs are limited by Elections Code subdivision 10010(f) to \$30,000 plus inflation since the statute was implemented. However, if the local agency does not adopt the resolution of intent within that 45-day period and/or adopt an ordinance changing to division-based elections within that 90-day period and a lawsuit is actually filed, then there is no cap on attorney's fees and costs that the plaintiffs may recover. The public agency cannot recover its fees in a CVRA lawsuit.

Extension of Time Limits

In response to the COVID-19 pandemic, the Governor extended the 45-day and 90-day “safe harbor” timelines, discussed in the previous section. The suspension lasted through June 30, 2021, per Executive Order N-08-21 which was adopted on June 11, 2021 and established termination dates for the pandemic executive actions. This means that because the District received the Letter during the pandemic, the District has 45 days from July 1, 2021 to adopt a resolution of intention stating the Board’s intent to switch to division-based elections and will then have 90 days from the adoption of this resolution to complete the process including approving the ordinance adopting the map establishing the divisions.

The Effect of the Census and Election Timing

Adding another wrinkle to this process is the fact that there was a federal census conducted last year, the results of which have been delayed because of the pandemic, and ideally the District would like to use the data from this census instead of data from the last census ten years ago. However, unfortunately, the last update staff received was that the census data will not be released until October which may be too late for the District to complete the process to adopt a division map within the 90-day safe harbor period.

The next District election of Board members will take place in November of 2022. To be valid for the 2022 election, a district map would need to be filed with the County no later than July 1, 2022. Consequently, the next Board member election in which division-based elections could apply would be the November 2022 election.

If the District switches to division-based elections, going forward, the District will thereafter be required to adjust the boundaries of the divisions before November 1st of the year following the year in which each decennial census is taken. (Public Resources Code Section 5785.1.)

Experiences of Other Public Agencies

Most of California’s public agencies elect their boards by at-large elections. However, since the enactment of the CVRA in 2001, over 400 local governments have switched from at-large to by-district/division elections, according to legislative analysis from the California Senate on Senate Bill 493 (which in 2015 enacted Government Code Section 34886 concerning the CVRA). Of particular relevance, the City of Camarillo and the Camarillo Health Care District switched to division-based elections in 2019. The November 2020 election was Camarillo’s first district-based election.

Other than a CVRA case involving the City of Santa Monica and Mr. Shenkman’s office that is currently pending before the California Supreme Court, in which Santa Monica prevailed at the Court of Appeal, the General Counsel’s Office is not aware of any local agency that has successfully defended a CVRA lawsuit filed to compel an agency to switch to district-based elections. Moreover, in almost all, if not all, cases, CVRA litigation results in large payments of attorney’s fees to plaintiffs who successfully sue local agencies.

For example, the City of Santa Barbara agreed to pay approximately \$600,000 in a 2015 settlement of a CVRA lawsuit. This payment was in addition to the attorney’s fees paid to their own attorneys. In a recent CVRA lawsuit involving the City of Highland, the judge ordered the City to change to district elections prior to the November 2016 election and ordered every seat on the Highland City Council be contested at the November 2016 election. In another case, the City of Palmdale paid \$4.5 million in a settlement agreement after fully litigating a CVRA case. Again, the settlement payments were in addition to the attorney’s fees those agencies paid their own attorneys.

Process for Changing to Division-based Elections

Elections Code Section 10010 lays out several requirements the District would need to satisfy before adopting a resolution establishing division-based elections. First, the District would be required to hold two public hearings prior to drawing any division maps, over a period of no longer than 30 days, in order to receive public input and discuss the composition of the voting districts. (Elections Code Section 10010(a)(1).)

Second, after division maps are drawn, the District must hold at least two more public hearings, over a period of no more than 45 days, to receive public input on the draft maps. (Elections Code Section 10010(a)(2).) The draft division maps, which must be available at least 7 days before the public hearings, must also contain the proposed sequence of elections if the division elections are to be implemented over the course of several elections to account for staggered terms of office for sitting members of the Board. Any time a draft map is revised during or following a hearing, it must be published and made available to the public for at least 7 days before being adopted. After at least four public hearings are held, the District may adopt the map establishing division elections.

Resolution No. 686

Resolution No. 686 outlines the District's intention to change to division-based elections in time for the November 2022 election. The resolution is a preliminary step towards transitioning to division-based elections, and not the final Board action to formally make the change. As described above, Elections Code Section 10010. lays out several requirements the District must satisfy before the transition may actually be made. Hence, Resolution No. 686 declares the District's intention to begin the transition and describes the steps the District intends to take to facilitate the transition.

FISCAL IMPACT

The initial cost to move from an at-large election to division-based election is currently estimated to cost the District approximately \$60,000 - \$80,000. These costs include the District's demographer, public meetings, attorneys' fees, and a one-time payment of approximately \$32,000 to Mr. Shenkman's clients. These costs are included in the adopted 2021-2022 budget.

RECOMMENDATION

It is recommended the Board adopt Resolution No. 686, declaring the Board's intention to transition from at-large elections for members of the Board, to division-based elections, and establishing an estimated timeline for doing so.

ATTACHMENTS

- 1) Resolution No. 686 (3 pages)
- 2) Letter from Mr. Shenkman (4 pages)
- 3) Elections Code Section 10010 (2 pages)

RESOLUTION NO. 686

**A RESOLUTION OF THE PLEASANT VALLEY RECREATION AND
PARK DISTRICT DECLARING ITS INTENTION TO TRANSITION
FROM AT-LARGE TO DIVISION-BASED ELECTIONS**

WHEREAS, the members of the Board of Directors (“Board”) of the Pleasant Valley Recreation and Park District (the “District”) are currently elected in “at-large” elections, in which each member of the Board is elected by the registered voters of the entire District; and

WHEREAS, Elections Code section 10650 authorizes the District to switch from “at-large” to “by-district” elections, where each member of the Board is elected only by the voters in the district in which the candidate for the Board resides. When a special district has by-district elections, they are referred to as “by-division” elections to avoid confusion; and

WHEREAS, on May 12, 2020, the District received a letter from Shenkman & Hughes, PC, a law firm, alleging that the District’s at-large system of elections violates the California Voting Rights Act (“CVRA”), demanding that the District switch to a district-based system of elections, and threatening to sue the District if the District does not voluntarily switch to a district-based system of elections; and

WHEREAS, the District denies its election system violates the CVRA or any other provision of law and asserts the District’s election system is legal in all respects and further denies any wrongdoing whatsoever in connection with the manner in which it has conducted its Board elections; and

WHEREAS, pursuant to Elections Code section 10010(e), if the District adopts a resolution outlining its intention to transition from at-large to division-based elections, specific steps it will undertake to facilitate this transition, and an estimated time frame for doing so (“Resolution of Intent”), then a prospective plaintiff may not bring a CVRA lawsuit within 90 days of the resolution’s passage (“90-Day Safe Harbor”); and

WHEREAS, prior to adopting a map establishing division-based elections, the District will comply with Elections Code section 10010, which requires all of the following:

A. Prior to drawing any proposed district boundary maps, the District must hold at least two public hearings over a period of no more than 30 days, at which the public is invited to provide input regarding the composition of the districts. Before those hearings, the District may conduct outreach to the public, including to non-English-speaking communities, to explain the districting process and to encourage public participation.

B. After all draft maps are drawn, the District shall publish and make available for release at least one draft map and, if members of the Board will be elected in their districts at different times to provide for staggered terms of office, the potential sequence of the elections.

C. The Board shall also hold at least two additional hearings over a period of not more than 45 days, at which the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections. The first version of a draft map must be published

at least seven days before consideration at a hearing. If a draft map is revised at or following a hearing, it must be published and made available to the public for at least seven days before being adopted.

WHEREAS, the next District election of Board members will take place in November of 2022. The by-division map will be filed with the County in sufficient time for use in the 2022 election.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. The Board intends to transition from at-large to division-based elections. Specifically, as authorized in Public Resources Code Section 5785, the Board intends to transition to district-based elections that are "by divisions," defined as an "election of each member of the board of directors by voters of the division alone."

SECTION 3. The District will retain a qualified demographic consultant to assist with the process of establishing a division-based system of elections and the drawing of district maps.

SECTION 4. Working with the demographic consultant, staff is directed to publicize relevant maps, information, notices, agendas, the tentative hearing schedule, and other materials regarding by-division elections and to establish a means of communication to answer questions from the public.

SECTION 5. The District intends to transition from at-large to division-based elections this fall. If the 2020 census data is released in time, the Board wishes to adopt division maps based on data from the 2020 decennial census. If the 2020 census data is not released in time to allow the District to comply with relevant laws, the District will use the 2010 census data.

SECTION 6. The General Manager and General Counsel for the District are hereby authorized and directed to take the steps necessary to implement this Resolution.

SECTION 7. This Resolution is effective on the day of its adoption.

This resolution was adopted on August 13, 2021.

Ayes:

Noes:

Absent:

Mark Malloy, Chairperson, PVRPD Board of Directors

ATTESTED:

Elaine Magner, Secretary, PVRPD Board of Directors



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Malibu, California 90265
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VIA CERTIFIED MAIL

May 6, 2020

Elaine Magner – Board Chair
Mary Otten – General Manager
Pleasant Valley Recreation & Park District
1605 E. Burnley Street
Camarillo, CA 93010

Re: Violation of California Voting Rights Act

I write on behalf of our client, Southwest Voter Registration Education Project and its members residing within the Pleasant Valley Recreation & Park District (“PVRPD” or “District”). PVRPD relies upon an at-large election system for electing candidates to its governing board. Moreover, voting within the District is racially polarized, resulting in minority vote dilution, and, therefore, the District’s at-large elections violate the California Voting Rights Act of 2001 (“CVRA”).

The CVRA disfavors the use of so-called “at-large” voting – an election method that permits voters of an entire jurisdiction to elect candidates to each open seat. *See generally Sanchez v. City of Modesto* (2006) 145 Cal.App.4th 660, 667 (“*Sanchez*”). For example, if the U.S. Congress were elected through a nationwide at-large election, rather than through typical single-member districts, each voter could cast up to 435 votes and vote for any candidate in the country, not just the bare candidates in the voter’s district, and the 435 candidates receiving the most nationwide votes would be elected. At-large elections thus allow a majority of voters to control *every* seat, not just the seats in a particular district or a proportional majority of seats.

Voting rights advocates have targeted “at-large” election schemes for decades, because they often result in “vote dilution,” or the impairment of minority groups’ ability to elect their preferred candidates or influence the outcome of elections, which occurs when the electorate votes in a racially polarized manner. *See Thornburg v. Gingles*, 478 U.S. 30, 46 (1986) (“*Gingles*”). The U.S. Supreme Court “has long recognized that multi-member districts and at-large voting schemes may operate to minimize or cancel out the voting strength” of minorities. *Id.* at 47; *see also id.* at 48, fn. 14 (at-large elections may also

cause elected officials to “ignore [minority] interests without fear of political consequences”), citing *Rogers v. Lodge*, 458 U.S. 613, 623 (1982); *White v. Register*, 412 U.S. 755, 769 (1973). “[T]he majority, by virtue of its numerical superiority, will regularly defeat the choices of minority voters.” *Gingles*, at 47. When racially polarized voting occurs, dividing the political unit into single-member districts, or some other appropriate remedy, may facilitate a minority group’s ability to elect its preferred representatives. *Rogers*, at 616.

Section 2 of the federal Voting Rights Act (“FVRA”), 42 U.S.C. § 1973, which Congress enacted in 1965 and amended in 1982, targets, among other things, at-large election schemes. *Gingles* at 37; see also Boyd & Markman, *The 1982 Amendments to the Voting Rights Act: A Legislative History* (1983) 40 Wash. & Lee L. Rev. 1347, 1402. Although enforcement of the FVRA was successful in many states, California was an exception. By enacting the CVRA, “[t]he Legislature intended to expand protections against vote dilution over those provided by the federal Voting Rights Act of 1965.” *Jauregui v. City of Palmdale* (2014) 226 Cal. App. 4th 781, 808. Thus, while the CVRA is similar to the FVRA in several respects, it is also different in several key respects, as the Legislature sought to remedy what it considered “restrictive interpretations given to the federal act.” Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001-2002 Reg. Sess.) as amended Apr. 9, 2002, p. 2.

The California Legislature dispensed with the requirement in *Gingles* that a minority group demonstrate that it is sufficiently large and geographically compact to constitute a “majority-minority district.” *Sanchez*, at 669. Rather, the CVRA requires only that a plaintiff show the existence of racially polarized voting to establish that an at-large method of election violates the CVRA, not the desirability of any particular remedy. See Cal. Elec. Code § 14028 (“A violation of Section 14027 *is established* if it is shown that racially polarized voting occurs ...”) (emphasis added); also see Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001-2002 Reg. Sess.) as amended Apr. 9, 2002, p. 3 (“Thus, this bill puts the voting rights horse (the discrimination issue) back where it sensibly belongs in front of the cart (what type of remedy is appropriate once racially polarized voting has been shown).”)

To establish a violation of the CVRA, a plaintiff must generally show that “racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision.” Elec. Code § 14028(a). The CVRA specifies the elections that are most probative: “elections in which at least one candidate is a member of a protected class or elections involving ballot measures, or other electoral choices that affect the rights and privileges of members of a protected class.” Elec. Code § 14028(a). The CVRA also makes clear that “[e]lections conducted prior to the filing of an action ... are

more probative to establish the existence of racially polarized voting than elections conducted after the filing of the action.” *Id.*

Factors other than “racially polarized voting” that are required to make out a claim under the FVRA – under the “totality of the circumstances” test – “are probative, but not necessary factors to establish a violation of” the CVRA. Elec. Code § 14028(e). These “other factors” include “the history of discrimination, the use of electoral devices or other voting practices or procedures that may enhance the dilutive effects of at-large elections, denial of access to those processes determining which groups of candidates will receive financial or other support in a given election, the extent to which members of a protected class bear the effects of past discrimination in areas such as education, employment, and health, which hinder their ability to participate effectively in the political process, and the use of overt or subtle racial appeals in political campaigns.” *Id.*

As of the 2010 Census, Latinos comprised approximately 24% of the District’s population, and likely constitute an even greater proportion today.

PVRPD’s at-large system dilutes the ability of Latinos (a “protected class”) – to elect candidates of their choice or otherwise influence the outcome of the District’s elections. In the last two decades, there appear to have been a complete absence of Latino candidates for the PVRPD Board. Opponents of fair, district-based elections may attribute the lack of Latinos vying for elected positions to a lack of interest in local government from the Latino communities. On the contrary, the alarming absence of Latino candidates seeking election to the District’s Board reveals vote dilution. *See Westwego Citizens for Better Government v. City of Westwego*, 872 F. 2d 1201, 1208-1209, n. 9 (5th Cir. 1989).

Where there are no “endogenous” elections involving candidates who are members of the protected class, the analysis under the CVRA necessarily turns to “elections involving ballot measures, or other electoral choices that affect the rights and privileges of members of a protected class.” *See* Elec. Code § 14028. Typically, Propositions 187, 209 and 227 are analyzed for this purpose in California voting rights cases. Each of these propositions, though strongly opposed by the Latino community, were supported by the majority non-Hispanic white electorate in PVRPD. The same is true in other local elections – for example, the Camarillo city council elections, in which Latino voters significantly supported Latino candidates (e.g. Roy Villa in 2010 and 2014, and Carlos Cruz in 2000, 2002 and 2004) but they lost due to a lack of support among non-Hispanic white voters. It is precisely that racially polarized voting that recently prompted the City of Camarillo to scrap its at-large election system in favor of a district-based election system.

As you may be aware, in 2012, we sued the City of Palmdale for violating the CVRA. After an eight-day trial, we prevailed. After spending millions of dollars, a district-based remedy was ultimately imposed upon the Palmdale city council, with districts that combine all incumbents into one of the four districts.

More recently, after a 7-week trial, we also prevailed against the City of Santa Monica, after that city needlessly spent millions of dollars defending its illegal election system – far in excess of what was spent in the Palmdale litigation - taxpayer dollars which could have been more appropriately spent on indispensable municipal services and critical infrastructure improvements. Just prior to the trial in that case, counsel for the City of Santa Monica – Kahn Scolnick, a partner at Gibson Dunn & Crutcher LLP proclaimed that, “the reality is that if Santa Monica fails the CVRA test, then no city could pass, because Santa Monica is doing really well in terms of full representation and success of minority candidates.” (“In Rare California Voting Rights Trial, Gibson Dunn Steps Up for Santa Monica”, Law.com, August 1, 2018). Notwithstanding Mr. Scolnick’s prediction, Plaintiffs succeeded in proving that Santa Monica’s election system was in violation of the CVRA and the Equal Protection Clause of the California Constitution.

Given the historical lack of Latino representation on the PVRPD Board in the context of racially polarized elections, we urge the District to voluntarily change its at-large system of electing its Board Members. Otherwise, on behalf of residents within the jurisdiction, we will be forced to seek judicial relief. Please advise us no later than June 26, 2020 as to whether you would like to discuss a voluntary change to your current at-large system.

We look forward to your response.

Very truly yours,



Kevin I. Shenkman

State of California

ELECTIONS CODE

Section 10010

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

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

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

(b) In determining the final sequence of the district elections conducted in a political subdivision in which members of the governing body will be elected at different times to provide for staggered terms of office, the governing body shall give special consideration to the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of this code), and it shall take into account the preferences expressed by members of the districts.

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

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

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

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

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

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

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

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

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

(f) (1) If a political subdivision adopts an ordinance establishing district-based elections pursuant to subdivision (a), a prospective plaintiff who sent a written notice pursuant to subdivision (e) before the political subdivision passed its resolution of intention may, within 30 days of the ordinance's adoption, demand reimbursement for the cost of the work product generated to support the notice. A prospective plaintiff shall make the demand in writing and shall substantiate the demand with financial documentation, such as a detailed invoice for demography services. A political subdivision may request additional documentation if the provided documentation is insufficient to corroborate the claimed costs. A political subdivision shall reimburse a prospective plaintiff for reasonable costs claimed, or in an amount to which the parties mutually agree, within 45 days of receiving the written demand, except as provided in paragraph (2). In all cases, the amount of the reimbursement shall not exceed the cap described in paragraph (3).

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

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

(Amended by Stats. 2016, Ch. 737, Sec. 1. (AB 350) Effective January 1, 2017.)

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: August 13, 2021

**SUBJECT: CONSIDERATION AND APPROVAL OF A
PROFESSIONAL SERVICES AGREEMENT WITH
NATIONAL DEMOGRAPHICS CORPORATION AND
PROPOSED MEETING SCHEDULE FOR PUBLIC
HEARINGS**

SUMMARY

Staff is presenting the consideration of a professional services agreement with National Demographics Corporation (NDC) to assist with the preparation of information and data as the District transitions from at-large to district-based elections and consider a proposed public hearing schedule.

BACKGROUND

In March 2020, the District began to discuss whether the District should switch to district-based elections. To help with this analysis, the District hired a demographic consultant. The concern is that at-large elections allow a majority of voters to control every seat in the district, not just the seat in a particular district. Accordingly, the California Voting Rights Act (CVRA) was written to encourage by-district/division elections.

The analysis of the District's prior elections, conducted by National Demographics Corporation, found that if the District was challenged for not having division-based elections, the District could be found to be in a gray area and would, more likely than not, be required to switch to division-based elections. As a result, the District Board directed staff to commence the process to transition to division-based elections.

On May 12, 2020, the District received a letter from attorney Kevin Shenkman on behalf of the Southwest Voter Registration Education Project and its member allegedly residing in the District, alleging that the District's at-large system of elections violates the CVRA. The letter demanded that the District switch to a division-based system of elections and threatened to sue the District if the District does not voluntarily switch to a district-based system of elections ("Letter"). The Letter specifically alleges that the District's at-large election system dilutes the ability of Latinos to elect candidates of their choice or otherwise influence the outcome of the District's elections.

ANALYSIS

The Board's adoption of the Resolution of Intention to switch to voting divisions begins a very intensive public process to develop the divisions for the District Board elections. Accordingly, staff recommends the District enter into an agreement with National Demographics Corporation (NDC) to assist with the process as the District transitions from at-large to division-based elections including preparing draft division maps. NDC has assisted the District in its initial analysis, as

well as hundreds of local governments through the process and have successfully completed each assignment. Attachment 1 is a proposed Professional Services Agreement with NDC.

The CVRA requires that, before the District adopts a map establish voting divisions, the District Board hold at least five public hearings. The first two public hearings are for the purpose of developing the “composition” of the districts/divisions or the criteria to be used to develop them, per California Elections Code Section 10010. These two public hearings must be held within 30 days of each other and are held before any draft maps are prepared.

After the criteria are developed during the first two public hearings, the mapping process can begin. Two additional public hearings are required to consider any maps developed. The maps are to be available for at least seven days before any public hearing on the map. If, after public hearing number three, a map is modified, an additional seven-day public review period is required before public hearing number four can be held, per Elections Code 10010. This second set of public hearings must be conducted within 45 days of each other. Finally, the District Board must adopt a map establishing divisions by ordinance at a public hearing.

During public hearings three and four, the District Board will need to determine the “sequencing” of the elections: This means that the Board will need to determine which districts will have elections in 2022 and which will have them in 2024. While two members of the Board have seats that are up for election in 2022, there is no legal requirement that where these incumbents reside is where 2022 elections will be held.

FISCAL IMPACT

The initial cost to move from an at-large election to division-based election could cost the District approximately \$60,000 - \$80,000. These costs include the District’s demographer, public meetings, attorneys’ fees, and a one-time payment of approximately \$32,000 to Mr. Shenkinan’s clients. These costs are included in the adopted 2021-2022 budget.

RECOMMENDATION

It is recommended the Board:

- 1) Make a MOTION to approve and authorize the General Manager to execute a Professional Services Agreement with National Demographics Corporation for districting services in an amount not-to-exceed \$32,000 in a form approved by the District’s General Counsel.
- 2) Discuss and determine the dates for the first two public hearings that are held before maps are drawn.

ATTACHMENTS

- 1) Election Code Section 100010 (2 pages)
- 2) NDC Proposal (37 pages)
- 3) Professional Services Agreement with National Demographics Corporation (17 pages)

State of California

ELECTIONS CODE

Section 10010

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

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

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

(b) In determining the final sequence of the district elections conducted in a political subdivision in which members of the governing body will be elected at different times to provide for staggered terms of office, the governing body shall give special consideration to the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of this code), and it shall take into account the preferences expressed by members of the districts.

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

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

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

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

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

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

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

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

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

(f) (1) If a political subdivision adopts an ordinance establishing district-based elections pursuant to subdivision (a), a prospective plaintiff who sent a written notice pursuant to subdivision (e) before the political subdivision passed its resolution of intention may, within 30 days of the ordinance's adoption, demand reimbursement for the cost of the work product generated to support the notice. A prospective plaintiff shall make the demand in writing and shall substantiate the demand with financial documentation, such as a detailed invoice for demography services. A political subdivision may request additional documentation if the provided documentation is insufficient to corroborate the claimed costs. A political subdivision shall reimburse a prospective plaintiff for reasonable costs claimed, or in an amount to which the parties mutually agree, within 45 days of receiving the written demand, except as provided in paragraph (2). In all cases, the amount of the reimbursement shall not exceed the cap described in paragraph (3).

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

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

(Amended by Stats. 2016, Ch. 737, Sec. 1. (AB 350) Effective January 1, 2017.)



National Demographics Corporation

A Proposal to
Pleasant Valley Recreation & Park District
for Demographic Services

By National Demographics Corporation
Douglas Johnson, President

July 2, 2021

Phone: (818) 254-1221
FAX (818) 254-1221

P.O. Box 5271
Glendale, CA 91221

info@NDCresearch.com
www.NDCresearch.com



National Demographics Corporation

July 2, 2021

Mary Otten, General Manager
Pleasant Valley Recreation & Park District
1605 E. Burnley Street
Camarillo, CA 93010

Dear Ms. Otten,

Thank you for the opportunity to provide this proposal to Pleasant Valley Recreation & Park District. NDC has more than 40 years of experience districting and redistricting hundreds of cities, school districts and other local jurisdictions across California, Camarillo, Oxnard, Simi Valley, Moorpark, and Ventura (a full client list is available at www.ndcresearch.com/clients/). We welcome the opportunity to bring the firm's expertise and skills to assist the District.

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

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. Please call or email anytime if you have any questions, concerns, or requests regarding this proposal.

Sincerely,

Douglas Johnson
President



Table of Contents

Brief History of National Demographics Corporation	3
Company Philosophy.....	4
Professionalism	4
Partnership	4
Local Leadership and NDC’s Non-Partisan Approach.....	4
Openness.....	5
Public Engagement.....	5
Project Software	6
NDC Approach to Public Engagement.....	6
The Three E’s of Public Participation: Engage, Educate, and Empower	6
Sample Public Participation Mapping Tool.....	7
Sample Online Mapping Tool	8
Sample NDC “Interactive Review Map”	8
The NDC Team.....	9
NDC Current Organization Chart.....	9
Recognition of NDC’s Expertise.....	10
NDC Testimonials	14
Impeccable References	16
Summary Scope of Work	17
Detailed Project Scope of Work	18
Details of Optional Project Elements	21
Advisory or Independent Redistricting Commissions.....	21
Outreach Assistance	21
Project Website	21
Background on Online Mapping Tool Options	22
DistrictR Simple Community of Interest and District Mapping Tool	24
Paper- and Excel-based Public Mapping Tools	25
Project Pricing.....	26
Other Potential Project-Related Expenses:	27
Additional Analysis.....	27
Requested Payment terms:	28
Conclusion	28
Proposal Acceptance.....	29
Resumes of NDC President Dr. Douglas Johnson and Vice President Dr. Justin Levitt.....	30



Brief History of National Demographics Corporation

NDC has served hundreds of local governments since our founding in 1979. While most of NDC's work is in California and Arizona, the firm has performed projects in all regions of the country, serving clients as varied as the States of Mississippi, Arizona, Florida and Illinois; Clark County (Nevada); the California counties of Merced, San Bernardino, and San Diego; the San Diego Unified School District; the City of Oakland; Yuma County (Arizona); the Arizona cities of Glendale, Mesa, Peoria, Phoenix, and Surprise; and relatively smaller jurisdictions such as the City of Bradbury and Clay Elementary School District.

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

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





Company Philosophy

Professionalism

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

Partnership

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

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

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

Local Leadership and NDC's Non-Partisan Approach

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



National Demographics Corporation

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

Openness

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

Public Engagement

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

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



Project Software

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

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

NDC Approach to Public Engagement

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

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

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

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

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



National Demographics Corporation

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

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

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

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

Sample Public Participation Mapping Tool

Public Participation Kit

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

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

Name: _____

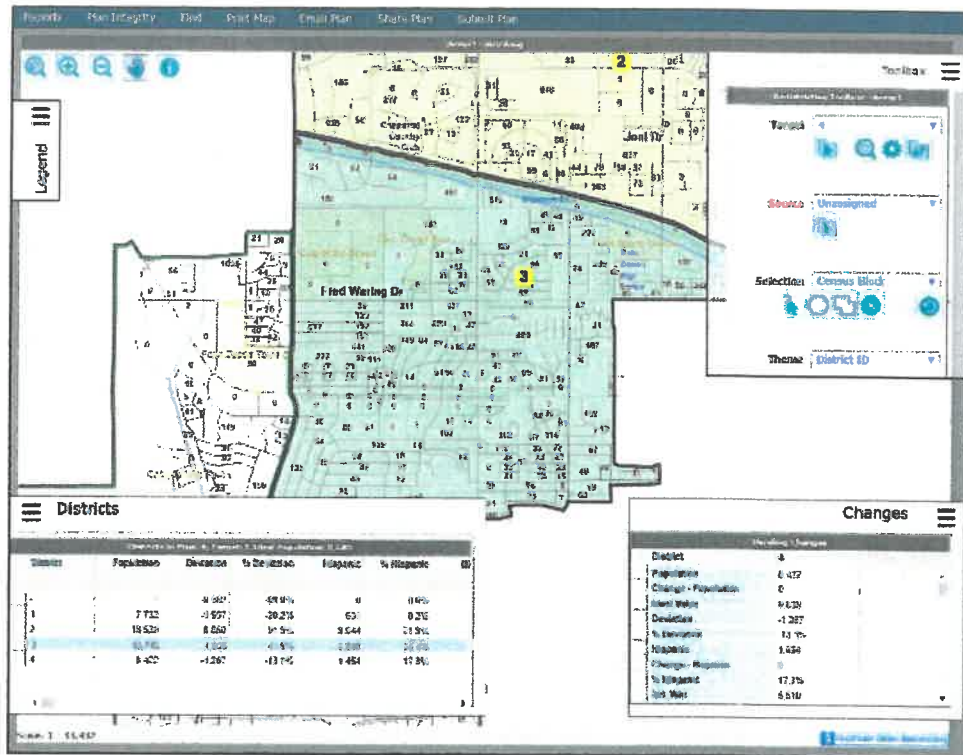
Phone or email: _____

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

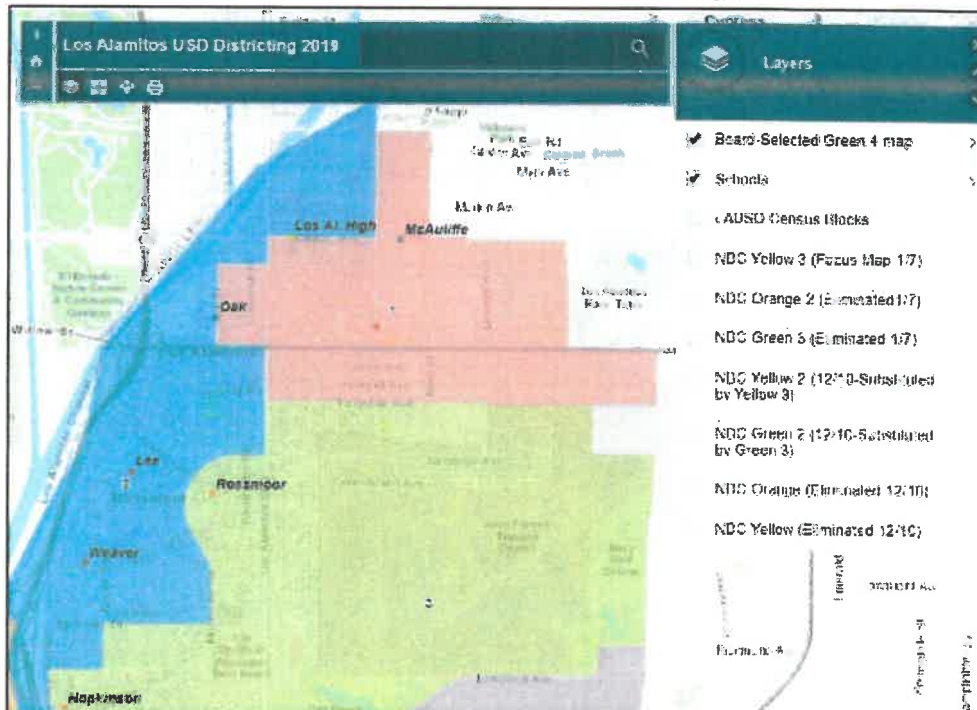
An online version of this map that allows you to zoom in and out for more detail is available as a link from the City website.

©2016 CALIPER

Sample Online Mapping Tool



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





The NDC Team

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

NDC President Dr. Douglas Johnson leads all team training and closely monitors the progress of every client project. NDC President Dr. Johnson and Vice President Dr. Levitt are always available to all clients, and typically are personally involved whenever particularly unusual or complex situations arise. And each NDC project has an NDC Consultant or Senior Consultant as a primary point of contact to ensure seamless information flows and continuity. All NDC project leaders are a fully trained Consultants or Senior Consultants with years of experience working with local government elected leadership and top staff members. Each NDC team leader brings their personal expertise in demographics, city governance, school district governance and/or special district management to every project. And each team leader has particular expertise and focus in specific geographic areas. All team members resumes are available on www.ndcresearch.com/about-us/.

NDC Current Organization Chart

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



Recognition of NDC's Expertise

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

National Recognition

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

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

In addition:

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

California League of Cities Recognition

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

- General Meeting panel: 2006 and 2015
- Executive Forum panel: 2018 and 2020
- City Clerk Department panel: 2014, 2017, 2018, twice in 2019, and 2020
- City Manager Department panel: 2015 and 2019
- City Attorney Department panel: 2018



Inland Empire Chapter presentation: 2016
 South Bay Chapter presentation: 2020 and 2021

Recognition by Additional California Organizations

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

2020	California County Counsel Assoc.	2021 Redistricting - What Local Government Attorneys Need to Know
2020	"Voice of San Diego" Politifest	Redistricting--What it means for our community
2020	County Committee Secretaries Annual Summit	The California Voting Rights Act
2020	Rose Institute of State and Local Government	2021 Redistricting: New Rules for California Local Governments
2020	California Special Districts Association	California Voting Rights Act Challenge Factors
2020	Associated Cities of California – Orange County	2021 Redistricting: The Rules have Changed
2020	California Municipal Law Conference	Municipal Redistricting in 2021: New Rules of the Road
2019	California Association of School Business Officials	Transitioning to By-Trustee-Areas Elections
2019	USC City/County Fellowship Program	The Challenges of Municipal Election Districts
2019	California Special Districts Association	District Elections and the California Voting Rights Act
2018	California Special Districts Association	Converting From At-Large to By-District Elections Under the California Voting Rights Act
2018	Riverside County Bar Assoc.	Redistricting and the California Voting Rights Act
2018	California School Board Assoc.	Voter Districts: The Link Between Strong Community Engagement and a Successful Process



National Demographics Corporation

2017	California School Board Assoc.	15 Years with the California Voting Rights Act: Lessons Learned and Challenges Ahead
2017	UC's National Public Service Law Conference	Moderator, "Voting Rights 101"
2016	Los Angeles County School Business Officials	CVRA: What CBO's Need to Know
2016	Los Angeles County School Trustees Assoc.	The CVRA: What School Board Members Need to Know
2015	Associated Cities of California – Orange County	The California Voting Rights Act
2015	California School Board Assoc.	The California Voting Rights Act: What Board Members Must Know
2015	Los Angeles County School Boards Assoc.	CVRA & Districting: The Demographer's Perspective
2011	Channel Cities Club	Lunch Keynote: "California's next experiment: independent, public redistricting"

Advisor to Charter Review Commissions on Redistricting Provisions

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

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



Expert Witness and Litigation Consultant

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

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

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

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

Trusted Advisor to Local Government and Redistricting Reform Groups

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

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

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

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



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

NDC Testimonials

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

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

Santa Barbara City Attorney Ariel Calonne

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

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



National Demographics Corporation

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

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

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

Modesto resident's comment, June 16, 2008

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

Jim Huntwork, Arizona Independent Redistricting Commissioner (Republican)

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

Josh Hall, Arizona Independent Redistricting Commissioner (Democrat)

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

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



National Demographics Corporation

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

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

“Thank you for taking time out of your busy schedule to participate in the City Official Roundtable I hosted on the 2020 U.S. Census at the Redondo Beach Performing Arts Center. I appreciate that you shared your expertise on the Census to the government officials who were present. It is critical that we work together to ensure that everyone is counted in the upcoming Census.”

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

Impeccable References

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

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

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

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

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

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

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



National Demographics Corporation

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

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

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

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

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

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

Summary Scope of Work

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

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

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

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

Detailed Project Scope of Work

July – August, 2021: Project Planning and Initial Outreach

- a. NDC works with the jurisdiction to prepare a detailed project timeline of expected outreach efforts, public forums, formal hearings, draft map dates, and final map adoption dates.
- b. NDC works with the jurisdiction staff (or contract specialized outreach staff – see notes below about that option if interested) to prepare a project outreach plan for all steps of the process covering target audiences, contact lists, social media efforts, any potential postcard mailings, utility bill inserts, flyers for distribution at schools, media briefings, and community group contacts.
- c. Decide what public mapping tool(s) to provide, if any.
- d. Decide whether to use a commission.
- e. Create the project website: NDC will provide advice and text for the jurisdiction’s website, or as an optional project element NDC will build a project website that the jurisdiction can simply link to from the jurisdiction site.
- f. NDC will work with jurisdiction and County Registrar staff to confirm GIS boundaries and to identify and include in our redistricting database any available GIS data that NDC and the jurisdiction identify are likely to be useful as mapping references for NDC, the public, and for the jurisdiction.
- g. Project outreach begins with initial alerts and ‘invitations to participate’ sent out to the general public, to overlapping jurisdictions, and to community organizations.

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

- h. NDC prepares total population estimates for use in initial hearings and any public mapping tools.
- i. NDC adds socio-economic data from the Census Bureau’s American Community Survey to the state demographic data.
- j. NDC prepares a report regarding the demographics and compliance with state and federal criteria of jurisdiction, including maps of “protected class” population concentrations and other socio-economic data often referenced



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in redistricting (such as income, education levels, children at home, language spoken at home, renters / homeowners, and single-family / multi-family residences).

- k. NDC report is circulated to the jurisdiction and into the project outreach messaging.
- l. Hearings / Forums: NDC presents an overview of the redistricting laws and criteria and jurisdiction demographics.
- m. The project timeline and outreach plan are presented to the public for comments and feedback, along with a request to the public to provide guidance on what residents consider key neighborhoods, communities of interest, and other project-related regions in the jurisdiction.
- n. If the optional public mapping tools and/or Public Participation Kit are included in the project, their use is demonstrated to the public.
- o. If the optional public mapping tools and/or Public Participation Kit are included in the project, NDC provides email and phone support for any residents with questions regarding their use.
- p. If the optional public mapping tools and/or Public Participation Kit are included in the project, at the jurisdiction's option additional public forums on the use of those tools can be provided.
- q. Outreach efforts continue with messaging to the public, with special focus on community groups with an interest in the redistricting.

October – January, 2021: Draft Mapping Time

- r. 2020 Census total population counts released and California Statewide Database completes “prison adjustments” of the data. Total population counts in outreach materials and mapping tools are updated with the official Census data.
- s. Outreach efforts continue with messaging reminding the public of the opportunity to provide written or mapped input on how the maps should be drawn and welcoming any maps residents wish to submit.
- t. The public deadline for submitting any initial draft maps will be approximately seven days prior to the official deadline to post all draft maps online (to provide NDC time to process any draft maps received, and for NDC to develop our own two to four initial draft maps).



- u. All outreach channels are used to inform the public about the opportunity to submit draft maps and to encourage participation in the review of the upcoming draft maps.
- v. NDC processes all public draft map submissions, drafts NDC's draft maps, summarizes all of the draft maps. The maps, related demographics, and summaries are provided by NDC in web-friendly formats. These process maps are posted on the project website and on the NDC-provided interactive review map.
- w. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the draft maps.
- x. The jurisdiction holds a hearing to review the draft maps, narrow down the list of initial draft maps, and provide direction on any desired new or revised maps.
- y. Time provided for the public to submit any new maps and for NDC to provide maps based on the direction at the hearing. During this time, additional outreach is conducted to inform interested residents and community groups of the selected 'focus maps' and the remaining opportunities to participate in the process.

January – April, 2022: Map Adoption

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



ee. NDC works with the jurisdiction staff to ensure preservation of all project data and records, including GIS-format versions of the adopted map.

Details of Optional Project Elements

Advisory or Independent Redistricting Commissions

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

Outreach Assistance

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

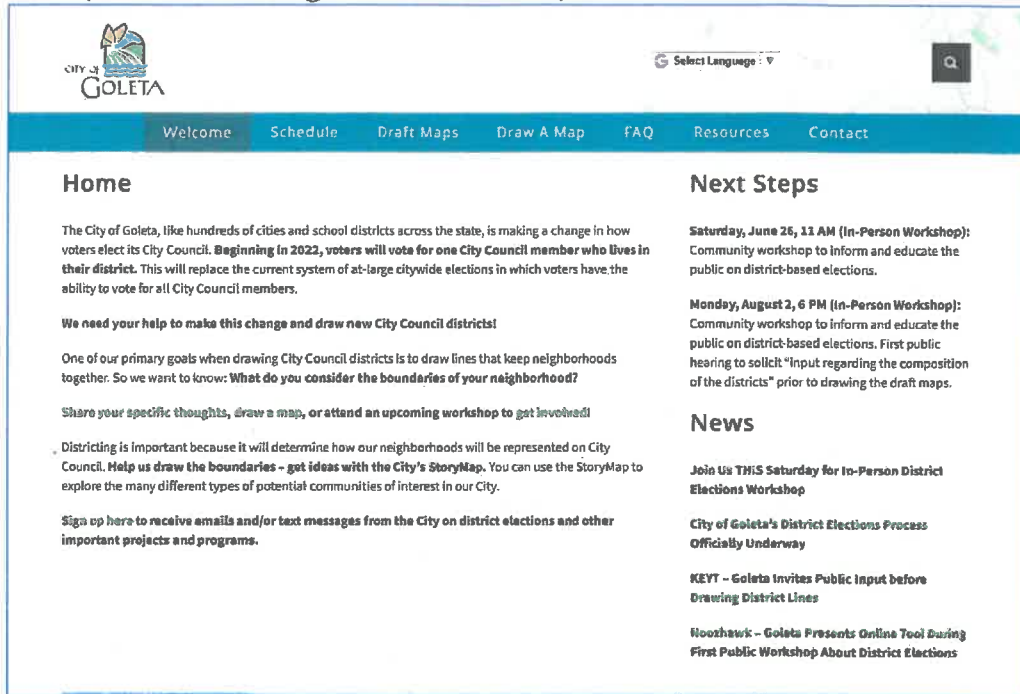
For larger-scale outreach efforts, especially where jurisdictions wish to send representatives out to regular meetings of existing community organizations, NDC typically works together with a jurisdiction’s in-house communications staff and/or with one or more outreach organizations. We often work with,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

Project Website

NDC provides all project materials in website-friendly formats for posting on the jurisdiction’s website. At no cost, NDC will provide project website samples and website language for use on the jurisdiction’s project website. But for jurisdictions that prefer not to take on the challenge of creating and managing a



rapidly-changing project website, NDC will create, host, and update project website (below is an image of one such site).

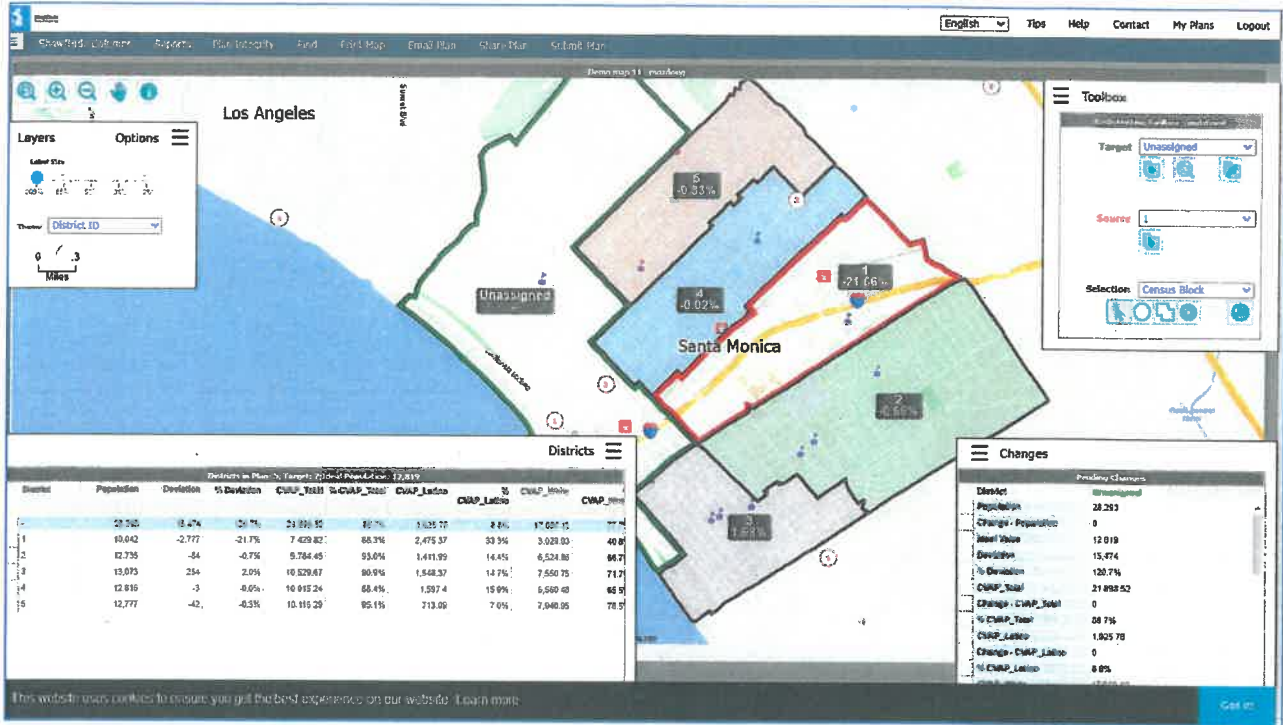


Background on Online Mapping Tool Options

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

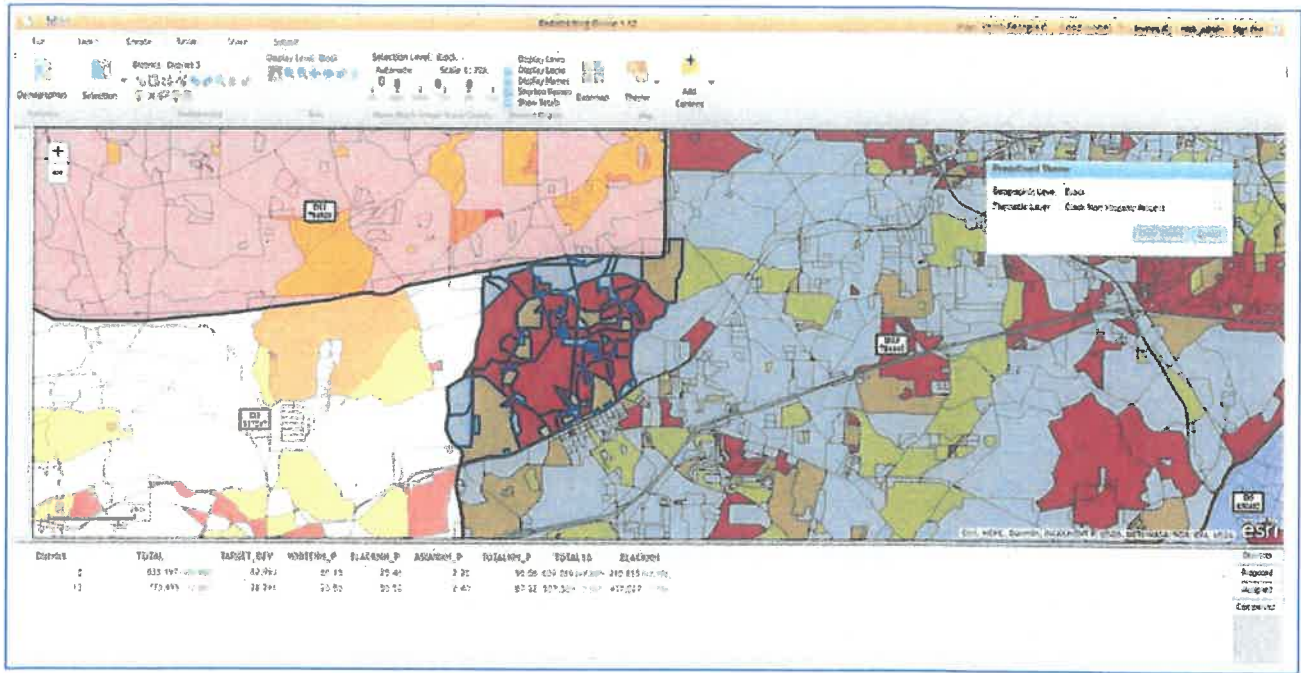
Only NDC has repeatedly trained members of the public, processed public map submissions, and presented the public map proposals to public hearings and commission meetings. NDC's online mapping tool options provide user support, hosting, managing, and processing submitted plans for an online interactive system that allows public to draw and submit proposed maps through a standard web browser.

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



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

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



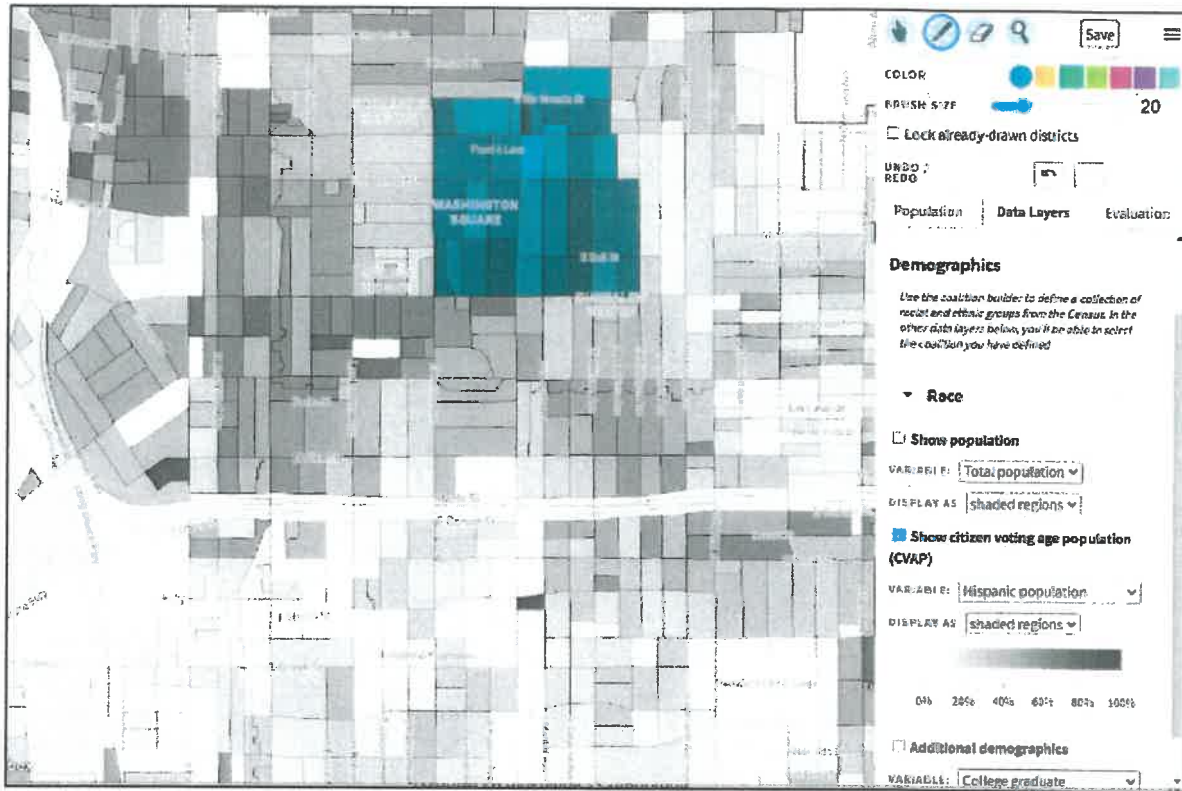
DistrictR Simple Community of Interest and District Mapping Tool

DistrictR is a simple paintbrush-based tool for mapping communities of interest and/or election areas.

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

Residents can submit multiple neighborhoods or communities of interest (they simply choose a different color for each), and the neighborhoods can even overlap.

DistrictR can also be used to submit full district maps, though drawing a full map can be tedious using the simple paintbrush tool in all but the smallest jurisdictions.



Paper- and Excel-based Public Mapping Tools

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

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

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



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

Public Participation Kit

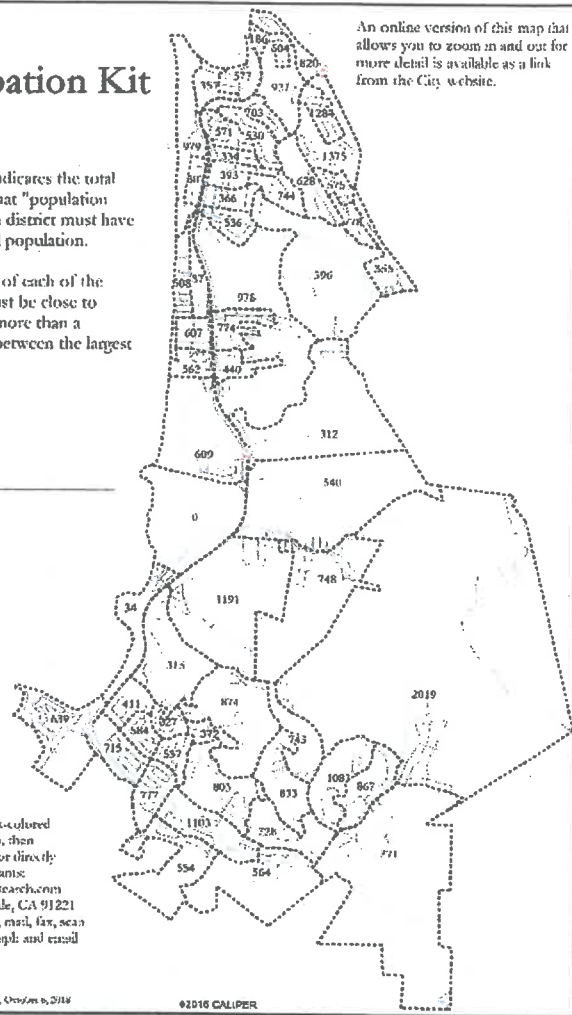
An online version of this map that allows you to zoom in and out for more detail is available as a link from the City website.

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

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

Name: _____

Phone or email: _____



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

National Demographics Corporation, 2018

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Project Pricing

1. **Basic Project Elements** (covers everything except for per-meeting and optional expenses): \$ 22,500
2. **Per-Meeting expense:**
 - In-person attendance, per meeting \$ 3,250
 - Virtual (telephonic, Zoom, etc.) attendance, per meeting \$ 1,750

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and "communities of interest"; facilitate conversations; answer questions; and gather feedback on proposed boundaries.



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Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

3. Optional Project Elements:

- a) Project website \$ 4,500
- b) Online mapping tool options:
 - Caliper’s “Maptitude Online Redistricting” (MOR) \$ 20,000
 - Tuft University’s “DistrictR” \$ 7,500
 - ESRI Redistricting *
- c) Public Participation Kit mapping tool:
 - i. With MOR or ESRI online mapping tool.....incl. at no add’l charge
 - ii. Without MOR or ESRI online mapping tool..... \$ 4,000
- d) Working with independent or advisory redistricting commission..... no additional charge
- e) Additional outreach assistance..... separately contracted

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

Other Potential Project-Related Expenses:

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

Additional Analysis

NDC is happy to assist with any additional analysis that the client requests at our standard hourly rates:

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



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

Requested Payment terms:

NDC requests that one-half of the “Basic Project Elements” fee be paid at the start of the project, with the balance of the project costs paid at the conclusion of the project.

Conclusion

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

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

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

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



Proposal Acceptance

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

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

Thank you.

For National Demographics Corporation

For Pleasant Valley Recreation
and Park District

Douglas Johnson, President

Date

Date

Appendix

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

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

Information about optional outreach and communications assistance from the Tripepi Smith Firm is also attached.

Douglas Mark Johnson

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

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

Employment

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

Education

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

Academic Honors

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

Publications and Articles

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

Speaker or Panelist

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

Douglas Mark Johnson

- National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2009 Fall Forum, "The Key to Successful Redistricting."
- National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2010 Spring Forum, "Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)."
- National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2011 Winter Forum, "Citizen Voting Age Data from a line-drawer's viewpoint."
- Luncheon Keynote Speaker, Santa Barbara's Channel Cities Club, "California's next experiment: independent, public redistricting," January 18, 2011.
- Annual Conference, Arizona League of Cities and Towns, Presenter at "Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011," August 25, 2010.
- Redistricting, The 2010 Census, and Your Budget, Sponsored by the Rose Institute of State and Local Government, California League of Cities, October 15, 2009.
- Arizona Election Law 2010 Continuing Legal Education Conference, "Communities of interest and technology in redistricting," sponsored by the Arizona State Bar Association, March 2010
- California's New Independent Redistricting Commission, sponsored by the Irvine Foundation and the California Redistricting Collaborative, December 15, 2009
- Tribal Association of Sovereign Indian Nations (TASIN) Legislative Day 2009, "The 2010 Census and 2011 Redistricting in California," December 2, 2009.
- California School Board Association, "Litigation Issues and the California Voting Rights Act," December 4, 2009.
- California Latino School Boards Association, "Introduction to the California Voting Rights Act," August 20, 2009.
- Building a National Reform Movement, Salt Lake City, Utah, 2006, conference on redistricting reform hosted by the League of Women Voters, Campaign Legal Center, and The Council for Excellence in Government
- Texas Tech University, "A Symposium on Redistricting," May, 2006
- California League of Cities, "Introduction to the California Voting Rights Act."
- Voices of Reform, a project of the Commonwealth Club of San Francisco: multiple forums on redistricting and / or term limits, 2006 – 2007
- Classroom speaker at Pepperdine University, the University of La Verne, Pomona College and Claremont McKenna College

Justin Mark Levitt

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

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

Employment

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

Education

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

Academic Honors

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

Publications and Conference Presentations

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

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

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

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

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

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

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

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

Justin Mark Levitt

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

Working Papers

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

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

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

Teaching Experience

California State University, Long Beach, Department of Political Science

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

University of California, San Diego, Department of Political Science

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



Redistricting with Tripepi Smith

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

About Tripepi Smith and Our Redistricting Team

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

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

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

Tripepi Smith Redistricting Services

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

Project Management

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

In-Person Meetings

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

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

Virtual Meetings

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

Press Release/News Article for Website

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

Creation and Updates to Bilingual Redistricting Website

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

Social Media Support

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

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE PLEASANT VALLEY
RECREATION & PARK DISTRICT
AND
CONSULTANT, INC.**

This agreement is made and entered into, effective August 13, 2021 between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a public agency ("District"), and National Demographics Corporation, a California Corporation ("Consultant").

RECITALS

WHEREAS, following District's Request for Proposal process, the District desires to contract with Consultant for certain professional planning services necessary for the development of an scope of work for voting rights demographics ("Project").

WHEREAS, Consultant represents that it has the qualifications and technical skills, experience and expertise to perform these services for the District.

NOW THEREFORE, based on the terms and conditions herein, the parties agree as follows:

1. Scope of Services

Consultant shall perform the professional services required to complete the Project for the District as described in the Scope of Work attached as **Exhibit "B"** and incorporated by reference herein.

All work and services by Consultant shall be performed in a diligent and professional manner.

Consultant warrants that its services shall be performed, within the limits prescribed by the District, in a manner consistent with the level of care and skill ordinarily exercised by professionals under similar circumstances at the time its services are performed. No other warranty or representation, express or implied, is included or intended by Consultant's Proposal, this Agreement, or any reports or documents prepared pursuant to this Agreement.

Consultant agrees to undertake the tasks outlined in Exhibit "B" only upon consultation with and authorization from the District's General Manager.

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 9, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than **June 1, 2022**. Consultant shall complete all work in accordance with the timelines set forth in the Proposal.

3. Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement will be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Project Manager, such delay is justified. The Project Manager's determination is final. In no event will Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

4. Independent Contractor Relationship

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Consultant to District being that of an independent contractor. Consultant is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Consultant will supply all tools and instruments required to perform its services under this Agreement. Neither the District nor any of its employees shall have any control over the manner or means by which Consultant or its staff perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role.

Consultant represents and warrants that the personnel used to provide services to the District pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Consultant. In the event that Consultant or any staff of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the District, then Consultant shall indemnify, defend, and hold harmless the District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the District as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the District.

5. Compliance with Laws

Consultant will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to Consultant's work, including but not limited to those relating to copyright, trademark or other intellectual property matters.

6. Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

7. Environmental Laws.

Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

8. Acknowledgment of Relationship

Consultant agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Consultant under this Agreement, or any information made available to Consultant by District, shall not be revealed, disseminated or made available by Consultant to any person or entity other than District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

9. Payment to Consultant

- a. District shall pay Consultant in proportion to the services performed plus reimbursable expenses, not to exceed the Project Cost, as defined below, within thirty (30) days after receipt of Consultant's invoices in a form approved by District's General Manager, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. Payment terms are further described on Exhibit "C".

The Project Cost for this Agreement is not to Exceed: \$32,000

- b. No payment made under this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

10. Assistance by District

District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work. The District's Project Manager shall be Mary Otten, General Manager.

11. Ownership of Documentation

All maps, data, reports and other documentation (other than Consultant's drafts, notes and internal memoranda), including duplication of same prepared by Consultant in the performance of these services, shall become the property of the District and shall be retained by the Consultant for a period of three years after completion of the Project. If requested by the District, all, or the designated portions of such documentation, shall be delivered to the District.

12. Termination of Contract

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the District's General Manager. In the event this Agreement is terminated, all data, specifications, documents and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Consultant. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the District's General

Manager thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

13. Indemnification and Hold Harmless; Insurance Requirements

a. Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.

b. Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

c. Insurance Requirements. Submission of insurance certificates or other proof of coverage shall not relieve Consultant from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Prior to the commencement of the Project, Consultant shall provide District with proof of the types and amounts of insurance described on Exhibit "A".

14. No Assignment

This Agreement is a personal services contract and work hereunder shall not be delegated or assigned by Consultant to any person or entity without the

advance written consent of District. Consultant shall not employ any subcontractors for its work.

15. Examination of Records

Consultant agrees that District shall have access to and the right to examine at any reasonable time and on reasonable notice Consultant's documents, papers and records, including accounting records, relating to or involving this Agreement.

16. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

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

To District: Pleasant Valley Recreation & Park District
Attn: Mary Otten, General Manager
1605 E. Burnley Street
Camarillo, CA 93010

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

17. No Waiver

No failure or delay by District in asserting any of District's rights and remedies as to any default of Consultant shall operate as a waiver of the default, of any subsequent or other default by Consultant, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

18. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

19. Terms

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

20. Incorporation of Recitals

The foregoing recitals are incorporated herein as though fully set forth.

21. California Law

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Ventura, State of California.

22. Additional Provisions

Consultant agrees that no full time employee of District shall be employed by its firm during the period that this Agreement is in effect.

23. Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

24. Conflict of Interest.

Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations.

25. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

26. Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

DISTRICT:
PLEASANT VALLEY RECREATION &
PARK DISTRICT

By: _____
Mary Otten, General Manager

ATTEST:

INSERT

CONSULTANT:
National Demographics Corporation, a
California corporation

By: _____
Name: Douglas Johnson
Its: President and Secretary/Treasurer

EXHIBIT "A"

PLEASANT VALLEY RECREATION & PARK DISTRICT INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Agreement (and thereafter as specified herein) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.

5. Contractors Pollution Liability: N/A
6. Asbestos Pollution Liability: N/A

DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its directors, officers, employees, agents and volunteers (collectively "District Parties"), or (2) Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District and District Parties are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Architect; or automobiles owned, leased, hired or borrowed by Consultant.
2. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the District and District Parties. Any insurance or self-insurance maintained by the District and District Parties shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the District.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement

effective date, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.

4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

VERIFICATION OF COVERAGE

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District, or on other than the District's forms provided those endorsements conform to District requirements and are acceptable to the District. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Consultant shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractor shall be subject to all of the requirements stated herein.

END OF PAGE

EXHIBIT “B”

SCOPE OF WORK

Consultant, also referred to herein as “NDC”, shall provide the following services:

Summary Scope of Work and Tentative Schedule

August	Project planning and decisions with the District on public mapping tools and other project options. Begin project communications and outreach.
August - Sept	Any mapping tools prepared with preliminary population data; initial pre-draft-map hearing(s) held.
September - October	Census data received and processed; draft maps prepared, considered, and revised (in hearings and, if desired, less formal public workshops)
November	Final plan revisions made and plan adopted and implemented.

Detailed Scope of Work

August, 2021: Project Planning and Initial Outreach

- a. NDC will work with the District to prepare a detailed project timeline of outreach efforts, public forums, formal hearings, draft map dates, and final map adoption dates for the District to transition to division-based elections.
- b. NDC will work with the District’s staff to prepare a project outreach plan for all steps of the process covering target audiences, contact lists, social media efforts, any potential postcard mailings, utility bill inserts, flyers for distribution at schools, media briefings, and community group contacts.
- c. The District will decide what public mapping tool(s) to obtain from NDC, if any.
- d. Create the project website: District will provide advice and text for the District’s website, or as an optional project element NDC will build a project website that the District can simply link to from the District site.
- e. NDC will work with District and County Registrar staff to confirm GIS boundaries and to identify and include in the redistricting database any available GIS data that NDC and the District identify are likely to be useful as mapping references for NDC, the public, and for the District.
- f. Project outreach begins with initial alerts and ‘invitations to participate’ sent out to the general public, to overlapping jurisdictions, and to community organizations.

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

- g. NDC prepares total population estimates for use in initial hearings and any public mapping tools.

- h. NDC adds socio-economic data from the Census Bureau's American Community Survey to the state demographic data.
- i. NDC prepares a report regarding the demographics and compliance with state and federal criteria of the District, including maps of "protected class" population concentrations and other socio-economic data often referenced in redistricting (such as income, education levels, children at home, language spoken at home, renters / homeowners, and single-family / multi-family residences).
- j. NDC's report is circulated to the District and into the project outreach messaging.
- k. Hearings / Forums: NDC presents an overview of the redistricting laws and criteria and District demographics during a public hearing/meeting.
- l. The project timeline and outreach plan are presented to the public for comments and feedback, along with a request to the public to provide guidance on what residents consider key neighborhoods, communities of interest, and other project-related regions in the District.
- m. If the optional public mapping tools and/or Public Participation Kit are included in the project, their use is demonstrated to the public.
- n. If the optional public mapping tools and/or Public Participation Kit are included in the project, NDC provides email and phone support for any residents with questions regarding their use.
- o. If the optional public mapping tools and/or Public Participation Kit are included in the project, at the District's option, additional public forums on the use of those tools can be provided.
- p. NDC outreach efforts continue with messaging to the public, with special focus on community groups with an interest in the redistricting.

September - October, 2021: Draft Mapping Time

- q. 2020 Census total population counts released and California Statewide Database completes "prison adjustments" of the data. Total population counts in outreach materials and mapping tools are updated with the official Census data.
- r. Outreach efforts continue with messaging reminding the public of the opportunity to provide written or mapped input on how the maps should be drawn and welcoming any maps residents wish to submit.
- s. The public deadline for submitting any initial draft maps will be approximately seven days prior to the official deadline to post all draft maps online (to provide NDC time to process any draft maps received, and for NDC to develop its own two to four initial draft maps).
- t. All outreach channels are used to inform the public about the opportunity to submit draft maps and to encourage participation in the review of the upcoming draft maps.
- u. NDC processes all public draft map submissions, drafts NDC's draft maps, summarizes all of the draft maps. The maps, related demographics, and summaries are provided by NDC in web-friendly formats. These process maps are posted on the project website and on the NDC-provided interactive review map.
- v. The District holds a hearing to review the draft maps, narrow down the list of initial draft maps, and provide direction on any desired new or revised maps.
- w. Time provided for the public to submit any new maps and for NDC to provide maps based on the direction at the hearing. During this time, additional outreach is conducted to inform interested residents and community groups of the selected 'focus maps' and the remaining opportunities to participate in the process.

October- November, 2021: Map Adoption

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

EXHIBIT "C"

COMPENSATION

The Project Cost for this Agreement is not to exceed \$32,000. This cost includes the "Basic Project Elements" and a combination of virtual or in person meeting attendance by NDC, both as described in Exhibit "B". A written amendment of this Agreement will be required for the approval of additional funding for NDC to complete the Basic Project Elements and any Optional Project Elements or Additional Analysis requested by the District.

Total Project Pricing

- 1. Basic Project Elements (covers everything except for per-meeting and optional expenses):
..... \$ 22,500
- 2. Per-Meeting expense:
 - a. In-person attendance, per meeting\$ 3,250
 - b. Virtual (telephonic, Zoom, etc.) attendance, per meeting\$ 1,750

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and "communities of interest"; facilitate conversations; answer questions; and gather feedback on proposed boundaries.

Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks are not "meetings" and do not result in any charge to the District.

- 3. Optional Project Elements:
 - a. Project website \$ 4,500
 - b. Online mapping tool options:
 - i. Caliper's "Maptitude Online Redistricting" (MOR) \$20,000
 - ii. Tuft University's "DistrictR" \$ 7,500
 - c. Public Participation Kit mapping tool:
 - i. With MOR or ESRI online mapping tool incl. at no add'l charge
 - ii. Without MOR or ESRI online mapping tool\$ 4,000
 - d. Working with independent or advisory redistricting commission..... no additional charge
 - e. Additional outreach assistance separately contracted

Additional Analysis

NDC will assist with any additional analysis that the District requests in a writing, specifically acknowledging that such work is "Additional Analysis", at the following standard hourly rates:

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

Analyst / Clerical \$50 per hour

Time for such work will be billed in increments of 6 minutes (0.1 hour).

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Eric L. Storrie, CPRP, Recreation Services Manager

DATE: August 13, 2021

**SUBJECT: CONSIDERATION AND APPROVAL TO ACCEPT THE
CITY OF CAMARILLO COMMUNITY DEVELOPMENT
BLOCK GRANT FOR THE DISTRICT'S FOOD
DISTRIBUTION PROGRAM**

SUMMARY

The Pleasant Valley Recreation & Park District ("District") has been the beneficiary of a food distribution program to the community since 2014. In November 2020, the District was informed the program would no longer operate due to contractual items between partners. The District has an opportunity to apply for grant funding to support personnel expenses associated with the day-to-day operations of this program.

BACKGROUND

The Food Distribution Program ("Program") was started about six years ago by volunteers who worked with a religious organization in partnership with Food Share Ventura County ("FSVC").

District staff receive the food, sort into categories (bread, fruits, veggies, pre-packaged, dry goods, sometimes flowers, etc.), and distribute to the community on a first-come, first-served basis. Sign-ups were required by all participants. Staff typically served 60-100 cars each Friday in 2020, with some vehicles having multiple families (each getting their own bag/box).

Although a valuable service, the Program is limited by what the volunteers can transport in their vehicles and by what the grocers have available that week ("boom or bust"). The District was informed that the contract with the religious organization, due to various technicalities, was not renewed between FSVC and the organization. This was effective November 2020.

The City of Camarillo ("City") has Community Development Block Grant CARES Act funding ("CDBG CV-3" or "CDBG") available and have indicated the Food Distribution Program would meet current community and resident needs. The grant would fund personnel expenses to manage this program.

ANALYSIS

The Department of Housing and Urban Development ("HUD") administered CDBG Program was established by Congress in 1974. The primary objective is the development of viable urban communities by providing decent housing, a suitable living environment, and expanding economic

opportunities, principally, for persons of low and moderate-income. CDBG funds must be used for a variety of activities that meet one of the following national objectives for the program: (1) benefit low and moderate-income persons, (2) prevent, or eliminate, slums or blight, or (3) address community development needs, having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, for which other funding is not available.

The Board of Directors approved staff to apply for this grant at the May 26, 2021 special meeting with the funding supporting the following positions responsible for this program:

\$37,500	One (1) Part Time Year-Round Recreation Specialist (1500-1700 hours)
\$5,500	Part Time Recreation Leader staffing pool

The District would be responsible for the benefits associated with the PTYR Recreation Specialist, estimated at \$15,000 on an annual basis. This would be a 3-year limited-term position to match the 3-year CDBG agreement length.

CDBG Agreement

At the July 14, 2021 City Council meeting, the City approved the CDBG in the amount of \$127,285 to be dispersed over the next three fiscal years beginning with fiscal year 2021-2022, in the amount of \$42,428.33 per year.

The agreement and grant performance period is July 1, 2021 through September 30, 2023. All records must be maintained for four (4) years after the grant performance period.

The agreement is on a reimburse-only system, with quarterly reporting requirements. Staff will track hours worked as part of this program, number of residents served, and progress made towards program goals. The District is required to submit a financial audit of the grant annually.

FISCAL IMPACT

To be determined. Currently, costs are limited to staff time to prepare this report. If the Board accepts the grant, staff will bring this item back to the Board for budget adjustments for the allocated position.

STRATEGIC PLAN COMPLIANCE

Meets 2021-2026 Strategic Plan Goals:

1.1.B. Develop sustainable funding sources for implementation of the Strategic Plan, deferred maintenance, priority projects, and on-going operations.

4.4.A. Build, maintain and support relationships with local non-profit organizations engaged in activities consistent with the District’s mission. Look for collaborative opportunities to expand services and fulfill unmet needs.

5.1.A. Explore and implement innovative tools and strategies to maximize recruitment opportunities.

RECOMMENDATION

It is recommended the Board approve and accept the Community Development Block Grant for the District's Food Distribution Program.

ATTACHMENTS

- 1) City of Camarillo Community Development Block Grant Agreement (28 pages)



CITY OF CAMARILLO
CARES ACT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG-CV)
PROGRAM YEARS FY 2021/22 - FY 2023/24
SUBRECIPIENT AGREEMENT

with
PLEASANT VALLEY RECREATION & PARK DISTRICT

This Subrecipient Agreement (“Agreement”) is between the City of Camarillo, a California municipal corporation and general law city (“City”) and Pleasant Valley Recreation & Park District (“Subrecipient”), and is effective as of July 1, 2021. In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Recitals.

- 1.1 City receives Community Development Block Grant (“CDBG”) – Catalog of Federal Domestic Assistance (“CFDA”) No. 14.218, entitlement funds from the Federal Department of Housing and Urban Development (“HUD”) under Title 1 of the Housing and Community Development Act of 1974, as amended.
- 1.2 In response to the public health crisis posed by the Coronavirus (COVID-19), the City has received special CDBG allocations under the CARES Act (CDBG-CV).
- 1.3 City can provide funding assistance for public service activities for new or increased levels of service to the public under 24 Code of Federal Regulations (“CFR”) 570.201(e). Eligible activities and expenditures must comply with the requirements of the CDBG regulations, as well as CARES Act Guidance as published in FR-6218-N-01 (Exhibit C).
- 1.4 Subrecipient has requested, and the City has agreed to provide a grant of CDBG-CV funds for the program described in Exhibit A.

2. Scope and Performance of Services.

- 2.1 Subrecipient agrees to perform the services and carry out the program set forth in Exhibit A, which is made a part of this Agreement.
- 2.2 Subrecipient agrees to adhere to the Request for Reimbursement and Quarterly Program Progress Report requirements set forth in Exhibit B, which is made a part of this Agreement.

- 2.3 Subrecipient agrees to adhere to the applicable federal regulations, policies, guidelines and requirements set forth in Exhibit C, which is made a part of this Agreement.

3. Time of Performance

- 3.1 This Agreement must be fully executed and returned to the City with all required attachments (i.e., insurance, program application) no later than **August 13, 2021**. Any submittals not received by **August 13, 2021**, or submittals with missing required attachments, may result in loss of funding.
- 3.2 Grant services will commence on the first (1st) day of July 2021, and will terminate on the thirtieth (30th) day of September 2023.
- 3.3 All funds must be expended by September 30, 2023.
- 3.4 The term of this Contract and the provisions herein will be extended to cover any additional time period during which Subrecipient remains in control of Community Development Block Grant-CV funds.

4. Grant of CDBG Funds.

The City hereby grants the sum of \$127,285 from the City's CDBG-CV funds to Subrecipient in accordance with the terms and conditions of this Agreement.

5. Program Reporting.

- 5.1 Subrecipient must provide a written *Program Progress Report* to the City on a quarterly basis due **within 10 days** as set forth in Exhibit B. The primary purpose of this reporting requirement is to demonstrate to the City that the funds granted to the Subrecipient are contributing to the goals and objectives of the agreed upon program and to assure proper accounting of all grant funds.
- 5.2 All *Program Progress Reports* must describe the funds spent (received by Subrecipient pursuant to this Agreement) during the reporting period, specify for what purposes the funds were spent, and relate the amount spent to the goals and objectives of the program.
- 5.3 Subrecipient agrees to prepare and submit with the quarterly *Program Progress Report* any other reports required by HUD or City.
- 5.4 No later than **July 10, 2022, July 10, 2023, and November 10, 2023**, Subrecipient must submit a *Summary Performance Report*. This report should assess overall progress in meeting the goals of the program, described in Exhibit A, during the grant period.
- 5.5 Subrecipient must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, and contract, etc. In support of salaries and wages -- for any employee that works on multiple activities or cost objectives -- Subrecipient must ensure that their salaries and wages will be supported by personnel activity reports or equivalent documentation. Such activity reports must meet the

following standards: must reflect an after-the-fact distribution of the actual activity of each employee; must account for total activity for which each employee is compensated; must be prepared monthly and coincide with one or more pay periods; and must be signed by the employee. Salaries, wages, and related costs of Subrecipient's staff may either include the entire salaries, wages and related costs allocate to the program of each person whose primary responsibilities with regard to the program include program administrative assignments or the pro rata share of the salaries, wages, and related costs of each person whose job includes any program administration assignments.

6. Distribution of Funds.

Upon receipt and review of the applicable Program Progress Report and documentation of the expenditures made in furtherance of the program, City will make disbursement payments to Subrecipient for the approved expenditure amount. All grant payments will be made by City to Subrecipient on a reimbursable basis.

7. Financial Audit.

If Subrecipient receives at least \$25,000 in any program year pursuant to this Agreement, a financial audit covering the grant year must be submitted to the City by August 14, 2022, August 14, 2023, and August 2024.

8. Financial Management.

- 8.1 Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- 8.2 Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- 8.3 Before disbursing any CDBG funds to Subrecipient, City must have a signed written agreement with Subrecipient that includes the provisions described at 24 CFR 570.504(b).

9. Insurance.

Subrecipient agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit D, which is made a part of this Agreement. Insurance must have a minimum commercial general liability coverage of \$1,000,000 for each occurrence and \$2,000,000 for general aggregate; a minimum automobile liability coverage of \$1,000,000; and a minimum workers compensation liability coverage of \$1,000,000. The insurance policy must name the City of Camarillo as “additionally insured.” All insurance policies will be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Subrecipient’s indemnity obligations under this Agreement. Subrecipient acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Subrecipient have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of the City and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.

10. Documentation and Record Keeping.

10.1 **Records to be maintained.** Subrecipient must maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

10.2 **Retention.** Subrecipient must retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

10.3 **Client Data.** Subrecipient must maintain client data demonstrating client eligibility for any services provided. Such data must include, but not be limited to, client name, address, income level or other basis for determining eligibility, and a description of the service provided. Such information must be made available to the City upon request.

Specifically for the CDBG-CV funds, the client eligibility documentation must also include the following additional requirements (Exhibit E):

- 10.3.1 **Direct Impact by COVID:** The eligible client must demonstrate how his or her income and ability to access services have been directly impacted by COVID. A person qualifying for assistance based on income must demonstrate loss of income due to COVID.
- 10.3.2 **Non-Duplication of Benefits:** The eligible client must not receive other sources of assistance or benefits that pay for the same COVID-related costs.
- 10.4 **Disclosure.** Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities, with respect to services provided under this Agreement, is prohibited, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 10.5 **Program Income.** Subrecipient must report quarterly all program income as defined in 24 CFR Part 570, Section 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. Subrecipient may use such program income during the contract period for activities permitted under this Agreement and must reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income must be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and must be remitted promptly to City.

11. Use and Reversion of Assets

- 11.1 The use and disposition of real property and equipment under this Agreement must be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:
 - a. Subrecipient must transfer to City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 - b. Real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 must be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after the contract between Subrecipient and City is closed. If Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this five-year period of time, Subrecipient must pay City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property after the CDBG program's approval. Such payment will constitute program income to City. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.

- c. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds will be program income. Equipment not needed by Subrecipient for activities under this Agreement will either be transferred to City for CDBG-eligible activities as approved by the CDBG program or retained after compensating City.

12. Monitoring.

- 12.1 City will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of City and HUD have the right of access to all activities and facilities operated by Subrecipient under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. Subrecipient will permit on-site inspection by City and HUD representatives and ensure that its employees and board members furnish such information, as in the judgment of City and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.
- 12.2 Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, suspension or termination procedures will be initiated

13. Status of Subrecipient.

City and Subrecipient will be acting in an independent capacity under this Agreement and not as agents, employees, partners, joint ventures, or associates of one another. Subrecipient may not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Subrecipient will not incur, or have the power to incur, any debt, obligation, or liability whatever against City or bind City in any manner. This Agreement will not be construed as a commitment to future grants to Subrecipient.

14. Nondiscrimination.

Subrecipient may not discriminate, in any way, against any person on the basis of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance in connection with, or related to, the performance of this Agreement.

15. Conflicts of Interest.

Subrecipient, its officers, employees and agents must comply with all applicable federal, state, and local laws and regulations governing conflicts of interest. To this end, Subrecipient acknowledges federal regulation 24 CFR 570.611 (Conflict of Interest), which generally provides that except for salaries and related administrative or personnel costs, no officers, employees, or agents of Subrecipient, who exercise or have exercised any CDBG functions or who are in a position to participate in a decision-making process or gain inside information, may obtain a personal or financial

interest or benefit from a CDBG-assisted activity or any CDBG-funded contract, subcontract or agreement, during their tenure, or for one (1) year thereafter.

16. Indemnification.

Subrecipient must defend, indemnify, and hold the City and their elective and appointive Council, boards, officers, agents, and employees harmless from any liability, including attorney fees for damage or claims for damage for personal injury, including death, as well as from claims for property damage or other claims which may arise from Subrecipient or any of Subrecipient's agents, or employees' actions or omissions relating in any way to this Agreement, whether such operations or actions be by Subrecipient or by any one or more persons directly or indirectly employed by or acting as agent for Subrecipient or any of its subcontractors.

17. Termination.

- 17.1 This Agreement may be terminated in whole, or in part, at any time by either party upon giving their thirty (30) days' notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of the federal regulations at 24 CFR 85.44 (*Termination for Convenience*).
- 17.2 City may immediately terminate this Agreement upon the termination, suspension, discontinuation, or substantial reduction in CDBG funding for the program activity, or, if for any reason, the timely completion of the services under this Agreement is rendered improbable, infeasible, or impossible.
- 17.3 If Subrecipient materially fails to comply with any term of this Agreement, City may take one or more of the actions provided under the federal regulations at 24 CFR 85.43 (*Enforcement*), which include: temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available.
- 17.4 If this Agreement is terminated, Subrecipient will be compensated for all services rendered and all necessarily-incurred costs performed in good faith under this Agreement that have been incurred prior to the date of termination.

18. General Provisions.

- 18.1 **Authority to Execute.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 **Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors, and assigns of the parties.
- 18.3 **Entire Agreement.** This Agreement, including the attached Exhibits A through E, is the entire, complete, final, and exclusive expression of the parties, with respect to the matters addressed in this Agreement, and supersedes all other agreements or understandings, whether oral or written, between Subrecipient and City prior to the execution of this Agreement.

- 18.4 **Modification of Agreement.** No amendment to or modification of this Agreement will be valid, unless made in writing and approved by Subrecipient and by the City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which constitutes an original and together constitute one and the same Agreement. Amendments to this Agreement will be considered executed when the signature of a party is delivered by facsimile transmission or email. Such electronic signature will have the same effect as an original signature.
- 18.6 **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.
- 18.7 **Interpretation.** This Agreement will be interpreted, construed, and governed according to the laws of the State of California. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 18.8 **Severability.** If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected, and the Agreement will be read and construed without the invalid, void, or unenforceable provision.
- 18.9 **Venue.** In the event of litigation between the parties, the venue will be in the Ventura County Superior Court.
- 18.10 **Notices.** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To City:

Joseph R. Vacca, Director
Department of Community Development
City of Camarillo
601 Carmen Drive
P. O. Box 248
Camarillo, CA 93011-0248

Telephone: 805.388.5362
Fax: 805.388.5388
Email: jvacca@cityofcamarillo.org

To Subrecipient:

Eric L. Storrie
Recreation Services Manager
Pleasant Valley Recreation & Park District
1605 E. Burnley Street
Camarillo, CA 93010

Telephone: 805.482.1996 x115
Facsimile: 805.482.3468
Email: estorrie@pvrpd.org

Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States Postal Service, postage prepaid for first-class delivery, or upon delivery if using a major courier service with tracking capabilities. Any party may change its notice information by giving notice to the other party in compliance with this section.

18.11 **Assignment.** This Agreement may not be assigned by Subrecipient without the express written consent of City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

CITY:

CITY OF CAMARILLO

By: _____

Greg Ramirez, City Manager

Date

SUBRECIPIENT:

PLEASANT VALLEY RECREATION & PARK DISTRICT

By: _____

(Signature)

(Print Name)

(Print Title)

(Date)

(F:\Departments\Community Development\GRANTS\HUD_C D B G\2020-2021\Subrecipient Agrmnts\FY 2019-20 Subrecipient Agmt FINAL.docx

EXHIBIT A

**GRANT PROGRAM
AND
SCOPE OF SERVICES**

ATTENTION

This page is a place holder for your CDBG-CV3 Program Application which contains your scope of services and budget.

You do not need to insert it into this document yourself.

Your Program Application will be inserted in the contract document by the City of Camarillo as Exhibit A prior to it being signed by the City Manager.

You will receive a copy of the completed contract after it is fully executed.

EXHIBIT B

REQUEST FOR REIMBURSEMENT

QUARTERLY PROGRAM PROGRESS REPORT with INSTRUCTIONS

SUMMARY PERFORMANCE REPORT with INSTRUCTIONS

**CITY OF CAMARILLO
FY 2021-22 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV3)**

REQUEST FOR REIMBURSEMENT

Name of Program: _____

Agreement Number: _____

Name of Agency: _____

Submit this form to:

City of Camarillo
Account Payable
601 Carmen Drive
Camarillo, CA 93010

Quarter of:

- Quarter 1 July 1, 2021 - September 30, 2021
 Quarter 2 October 1, 2021 - December 31, 2021
 Quarter 3 January 1, 2022 - March 31, 2022
 Quarter 4 April 1, 2022 - June 30, 2022

Due date:

October 10, 2021
January 10, 2022
April 10, 2022
July 10, 2022

Column 1	Column 2	Column 3	Column 4	Column 5
Total Grant Amount	Current Reimbursement	Cumulative Prior Reimbursements	Total Cumulative Reimbursements	Grant Balance

I CERTIFY THAT: (a) the City of Camarillo, as grantee of the CDBG, has not previously been billed for the costs covered by this invoice; (b) funds have not been received from the Federal Government or expended for such costs under the terms of the contract agreement or grant pursuant to FMC-74-4 & 24 CFR Part 58; (c) this agency is in full compliance with all applicable provisions under the terms of the contract or grant relating to the payment of prevailing salaries and wages; and (d) this agency is in full compliance with all applicable tax laws.

PREPARED BY: _____

APPROVED BY: _____

Signature _____

Date _____

Name _____

Date _____

Printed Name _____

()
Phone _____

Printed Name _____

()
Phone _____

Title _____

Title _____

City of Camarillo Use Only

Examined By: _____

Approved for Payment by: _____

Community Development Department

Account # _____

Date _____

QUARTERLY PROGRAM PROGRESS REPORT

◆ Racial Data/Ethnicity Data	# Qtr.	# Qtr. Hispanic	# YTD	# YTD Hispanic
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other Multi-Racial				
Total				

◆ Income Data	# Qtr.	# YTD
Extremely Low Income (<30% AMI)		
Low Income (31-50% AMI)		
Moderate Income (51-80% AMI)		
Non-Low/-Moderate Income (>81 AMI)		
Total		

◆ Reasons for COVID-Related Loss of Income	# Qtr.	# YTD
Layoffs		
Reduced Work Hours		
Reduced Wages or Salaries		
Unable to Work Remotely		
Total		

Income Category	2021 HUD Income Limits Based on Number of Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low-Income (<30% AMI)	\$23,600	\$26,950	\$30,300	\$33,650	\$36,350	\$39,050	\$41,750	\$44,660
Low-Income (31-50% AMI)	\$39,250	\$44,850	\$50,450	\$56,050	\$60,550	\$65,050	\$69,550	\$74,000
Moderate-Income (51-80% AMI)	\$62,800	\$71,800	\$80,750	\$89,700	\$96,900	\$104,100	\$111,250	\$118,450

❖ Additional Information: Describe how the funds received from the City of Camarillo were spent during the reporting period, specify for what purposes the funds were spent, and relate the amount spent to the goals and objectives of the program.

INSTRUCTIONS FOR COMPLETING QUARTERLY PROGRESS REPORT

REPORT DEADLINE

October 10, 2021; January 10, 2022; April 10, 2022; and July 10, 2022
October 10, 2022; January 10, 2023; April 10, 2023; and July 10, 2023
October 10, 2023; November 10, 2023

PURPOSE

The purpose of the Quarterly Progress Report (“report”) is to report the status of CDBG funded activities and **unduplicated** beneficiaries of these funds. The information you provide is reported to the U.S. Department of Housing and Urban Development (HUD) during the program year. At the end of the program year, the cumulative data is included in the Consolidated Annual Performance and Evaluation Report (CAPER) and submitted by the City to HUD for consistency review with federal regulations and the Consolidated Plan. The report is also used by City staff as a tool to evaluate the program’s effectiveness in providing services to low- and moderate-income persons and households, and to ensure that the program is being carried out consistent with the Subrecipient Agreement.

The submittal of quarterly reports is a requirement of your CDBG Agreement regardless of whether an activity took place or whether CDBG funds were expended in the quarter. **Reports are due 10 days after the end of each quarter and must be submitted with the quarterly invoice in order for payment to be made.**

The importance of providing HUD with accurate accomplishment data on a timely basis cannot be overemphasized. Failing to do so results in the underreporting of CDBG accomplishments to Congress, the Office of Management and Budget, and other Federal oversight agencies, and may put future funding of the program at risk.

INSTRUCTIONS

RACIAL DATA/ETHNICITY DATA

- #Qtr.** Enter the number of unduplicated beneficiaries of each race/ethnicity that were served during the reporting period **ONLY**. Include **CAMARILLO RESIDENTS ONLY**.
- #Qtr. Hispanic** Enter the number of unduplicated beneficiaries of each race/ethnicity who identify as Hispanic/Latino that were served during the reporting period **ONLY**. Include **CAMARILLO RESIDENTS ONLY**.
- #YTD** Enter the number of unduplicated beneficiaries of each race/ethnicity that were served to-date. Include **CAMARILLO RESIDENTS ONLY**.
- #YTD Hispanic** Enter the number of unduplicated beneficiaries of each race/ethnicity who identify as Hispanic/Latino that were served to-date. Include **CAMARILLO RESIDENTS ONLY**.

The total number of persons included in this section must equal the number of Camarillo beneficiaries. The HUD’s race/ethnicity definitions are as follows:

Race/Ethnicity	HUD Definition
White	A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.
Black/African American	A person having origins in any of the black racial groups of Africa.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
American Indian/ Alaska Native	A person having origins in any of the original peoples of North and South America (including Central America) and who maintains a tribal affiliation or community attachment.
Native Hawaiian/ Other Pacific Islander	A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
American Indian/ Alaskan Native & White	A person having these multiple racial origins as defined above.
Asian & White	A person having these multiple racial origins as defined above.
Black/African American & White	A person having these multiple racial origins as defined above.
American Indian/ Alaskan Native & Black/ African American	A person having these multiple racial origins as defined above.
Other Multi-Racial	A person having these multiple racial origins as defined above.

INCOME DATA

#Qtr. Enter the number of unduplicated beneficiaries in each income category that were served during the reporting period ONLY. Include CAMARILLO RESIDENTS ONLY.

#YTD Enter the number of unduplicated beneficiaries in each income category that were served to-date. Include CAMARILLO RESIDENTS ONLY.

The total number of persons included in this section must equal the number of Camarillo beneficiaries. The HUD's income limits are as follows:

Income Category	2021 HUD Income Limits Based on Number of Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low-Income (<30% AMI)	\$23,600	\$26,950	\$30,300	\$33,650	\$36,350	\$39,050	\$41,750	\$44,660
Low-Income (31-50% AMI)	\$39,250	\$44,850	\$50,450	\$56,050	\$60,550	\$65,050	\$69,550	\$74,000
Moderate-Income (51-80% AMI)	\$62,800	\$71,800	\$80,750	\$89,700	\$96,900	\$104,100	\$111,250	\$118,450

OF THE TOTAL PERSONS ASSISTED, NUMBER OF PERSONS

#Qtr. Enter the number of unduplicated beneficiaries in each category that were served during the reporting period ONLY. Include CAMARILLO RESIDENTS ONLY.

#YTD Enter the number of unduplicated beneficiaries in each category that were served to-date. Include CAMARILLO RESIDENTS ONLY.

SUMMARY PERFORMANCE REPORT

DUE

July 10, 2022

July 10, 2023

November 10, 2023

PURPOSE

The purpose of the Summary Performance Report (“report”) is to report the accomplishments of CDBG funded program and **unduplicated** beneficiaries during the program year. The information you provide is included in the Consolidated Annual Performance and Evaluation Report (CAPER) and submitted to HUD for consistency review with federal regulations and the Consolidated Plan. The report is also used by City staff as a tool to evaluate the program’s effectiveness in providing services to low- and moderate-income persons and households, and to ensure that the program is being carried out consistent with the Subrecipient Agreement.

INSTRUCTIONS

Assess overall progress in meeting the goals of the program, described in Exhibit A, during the grant period. (1 page maximum)

EXHIBIT C

FEDERAL AND LOCAL GUIDELINES, POLICIES AND REGULATIONS

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. **Overall Benefit.** The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) FY 2020/21, FY 2021/22, FY 2022/23 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT D

INSURANCE

ATTENTION

Please **REMOVE** this page and **INSERT** copies of your certificate of liability, automobile and worker's compensation insurances here.

The insurance policy must name the **City of Camarillo** as "additionally insured."

Please **renumber** your program pages starting with **D-2, D-3, D-4**, and so forth.

EXHIBIT E

**CDBG-CV CLIENT ELIGIBILITY
REQUIREMENTS**

CDBG-CV Additional Client Eligibility Requirements

All subrecipients must modify its client eligibility documentation to include the following:

Limited Clientele Qualified based on Low/Moderate Income Eligibility

CDBG-CV requires that the person receiving assistance must demonstrate that he or she is directly impacted by COVID. In this regard if the person is being qualified based on income, simply meeting the income limit does not qualify the person for assistance. He or she must show documentation for income reduction due to layoff, loss of employment, furloughs, or reduction in wages/salary due to COVID. At a minimum, the following documents must be provided:

- Pay stub for February 2020 (pre-COVID)
- Pay stub for current month of application for assistance
- Reasons for loss of income

Non-Duplication of Benefits

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.).

Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

An example of an adequate procedure may be an affidavit from the applicant, certifying he or she has not received and will not pursue other financial assistance to cover the same costs. If a violation is discovered, the recipient will be required to repay the assistance.

Additional Documentation for Rental Assistance

To receive rental assistance under the CDBG-CV program, the following additional documentation is required:

- Executed lease agreement that has been in effect prior to application for assistance
- Information of landlord or management company where the rent subsidies will be directly deposited or sent on behalf of the beneficiaries