

PROFESSIONAL SERVICES AGREEMENT FOR  
**EXPERT DEMOGRAPHER**

THIS AGREEMENT for professional services is made by and between the City of Santa Cruz ("City") and National Demographics Corporation ("Consultant") (referred to individually as a "Party" and collectively, as the "Parties") as of November 24, 2020 (the "Effective Date").

NOW, THEREFORE, in consideration of each other's mutual promises, the Parties hereto agree as follows:

SECTION 1: SCOPE OF WORK

Consultant will furnish services as defined and described in the Scope of Work, attached hereto as Exhibit A and incorporated herein.

SECTION 2: RESPONSIBILITIES OF CONSULTANT

All work performed by Consultant, or under Consultant's direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and warrants that Consultant: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

Consultant shall not undertake any work beyond the **Scope of Work** set forth in **Exhibit A** unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in performing the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with Martin Bernal, City Manager, hereinafter called "Director", or other designated and authorized City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant's services described in Exhibit A. Such meetings shall be held at the request of either Party. Review and City approval of completed work shall be obtained monthly, or at other intervals as may be mutually agreed upon during the course of this Agreement. Review, approval, or acceptance of Consultant's work by City or others shall not relieve Consultant from responsibility for errors and omissions in Consultant's work.

SECTION 3: RESPONSIBILITIES OF THE CITY

City shall make available to Consultant all necessary data and information in the City's possession and shall actively assist Consultant in obtaining such information from other agencies and individuals as needed. Consultant is entitled to reasonably rely upon the accuracy and completeness of such data and information, provided that Consultant shall provide City prompt written notice of any known defects in such data and information.

The Director may authorize a staff person to serve as his or her representative. The work in progress shall be reviewed at such intervals as may be mutually agreed upon between the Parties. The City will be the sole judge of acceptable work, provided that such approval will not be unreasonably withheld or delayed. If the work is not acceptable, City will inform Consultant of the changes or revisions necessary to secure approval.

## SECTION 4: FEES AND PAYMENT

For services actually performed, the City will compensate Consultant at the rates set forth in the **Fee Schedule** detailed in **Exhibit B** and in accordance with the terms set forth therein. Payment for Consultant's services in carrying out the entire the Scope of Work shall be made within the budget limit, or limits shown, upon Exhibit B. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in the Scope of Work.

Consultant agrees that the payments to Consultant specified in this Section 4 will constitute full and complete compensation for all obligations assumed by Consultant under this Agreement. Where conflicts regarding compensation may occur, the provisions of this section apply.

Variations from the budget for each task which are justified by statements indicating personnel time expended and submittal of a revised budget are only allowed with prior City approval; however, in no event shall the total fee charged for the Scope of Work set forth in Exhibit A exceed the budget of **\$19,500** without advance written City authorization in the form of an amendment or change order.

Invoices shall detail the time worked by each class of employee on each task and the expenses incurred for which billing is made. Invoices shall indicate the percentage completion of each work task as identified in the Scope of Work in Exhibit A and the overall percentage of completion of the total required services. Unless otherwise specified in the fee schedule, payments shall be made monthly by the City within 30 days based on itemized invoices from the Consultant which list the actual costs and expenses.

All invoices shall contain the following affidavit signed by Consultant (if individual) or by a principal of Consultant's firm (if Consultant is an entity):

"I hereby certify [or as principal of Consultant] that the charge of (Insert invoice amount) as summarized above and shown in detail on the attachments is a fair and reasonable use of public funds, is in accordance with the terms of Agreement dated (Insert Agreement Date), and has not been previously paid."

## SECTION 5: TRAVEL REIMBURSEMENT POLICY

The City shall not be responsible for any travel, meal, or lodging reimbursements to Consultant and/or Consultant's employees unless otherwise specified in the Scope of Work.

## SECTION 6: CHANGES IN WORK

City may negotiate changes in the Scope of Work. No changes in the Scope of Work shall be made without the written approval of City and Consultant. Any change requiring compensation in excess of the sum specified in Exhibit B shall be approved in advance in writing by the City. Only City's authorized representative(s) is authorized to approve changes to this Agreement on behalf of City.

## SECTION 7: TIME OF BEGINNING AND SCHEDULE FOR COMPLETION

Consultant shall begin work as specified in a written authorization (e.g. Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the City.

The **Work Schedule** for completion of the work shall be as shown upon **Exhibit C**. In the event that major changes are ordered, the schedule for completion as stated in Exhibit C may be adjusted by City so as to allow Consultant a

reasonable period of time within which to complete any additional work which may be required as a result of the ordered changes.

Neither party will be held responsible for delay or default caused by declared emergencies, natural disasters, or any Force Majeure event which is beyond the party's reasonable control. Consultant will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement.

The City reserves the right to obtain the item(s) and/or services covered by this Agreement from another source during any on-going suspension of service due to the circumstances outlined above.

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date set forth in Exhibit C in order to allow the City to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

#### SECTION 8: TERMINATION

The City may terminate the Agreement for convenience by providing written notice to Consultant not less than 10 calendar days prior to an effective termination date.

The City or Consultant may terminate the Agreement for cause by providing written notice to the other party not less than 30 calendar days prior to an effective termination date.

The City may, at its option, allow Consultant to cure its failure to perform within 15 business days (or longer period authorized in writing by the City) from the date of the City's termination notice. The termination shall become effective if Consultant has not cured within such time period to the City's satisfaction.

Consultant may terminate this Agreement for cause if the City fails to cure a material default in performance within a period of 30 calendar days (or such longer period agreed to by the Consultant), from date of the Consultant's written termination notice specifying the default in performance.

Upon notice of termination by either the City or Consultant, the Consultant will immediately act to not incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The City's only obligation to the Consultant will be just and equitable payment for services authorized by, and received to the satisfaction of, the City up to and including the effective date of termination less any amounts withheld. All finished or unfinished work or documents procured or produced under the Agreement will become property of the City upon the termination date. In the event of Consultant's failure to perform pursuant to the Agreement, the City reserves the right to obtain services elsewhere and Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the City. Termination of the Agreement pursuant to this paragraph shall not relieve the Consultant of any liability to City for additional costs, expenses, or damages sustained by City due to failure of the Consultant to perform pursuant to the Agreement. City may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due City from Consultant is determined. After the effective date of termination, Consultant will have no further claims against the City under the Agreement. No other compensation will be payable for anticipated profit on unperformed services.

#### SECTION 9: INSURANCE

Prior to the beginning of and throughout the duration of the Agreement, Consultant will maintain and comply with the **Insurance Requirements** as set forth in **Exhibit D**. Consultant will insure the City against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

## SECTION 10: INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys' fees and costs ("Losses") caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant's officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant's duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees, as determined by an adjudicatory body or court of competent jurisdiction. The obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

In the event this Agreement involves the performance of design professional services by Consultant, Consultant's officers, employees, agents, or subcontractors, Consultant's costs to defend Indemnitees shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8. This section shall survive the termination or expiration of this Agreement.

## SECTION 11: EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION POLICIES

City's policies promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and require equal opportunity in employment for all regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, religion, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military or veteran status, or any other consideration made unlawful by local, State or Federal law. City requires Consultant to comply with all applicable Federal and State and local equal employment opportunity laws and regulations, and Consultant is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Consultant's business organization. The City's current Equal Employment Opportunity and Non-Discrimination policies to which this Section applies may be viewed at <http://www.codepublishing.com/CA/SantaCruz/?SantaCruz09/SantaCruz0983.html> and <http://www.cityofsantacruz.com/home/showdocument?id=59192>.

## SECTION 12: LEGAL ACTION/ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the Santa Cruz County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City.

## SECTION 13: AMENDMENTS

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the City's authorized representative. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Exhibit A. Such authority is retained solely by the City Manager, Director, or their designee. Unless expressly authorized by the City Manager or Director, Consultant's compensation shall be limited to that set forth in Exhibit B, Fee Schedule.

## SECTION 14: MISCELLANEOUS PROVISIONS

1. Project Manager. Director reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.
2. Consultant Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
3. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant's employees, agents, subcontractors or others under Consultant's supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the City for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the City, its officials, officers, employees, and agents against any claim or liability, including attorneys' fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant's supervision or control was misclassified.
4. Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
5. Subcontractors. Consultant shall obtain prior approval of the City prior to subcontracting of any work pursuant to this Agreement. If at any time, the City determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the City of Santa Cruz, its officers, officials, employees, agents, and volunteers as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the City in writing.
6. Assignment. This Agreement shall not be assigned without first obtaining the express written consent of the Director or after approval of the City Council. Neither party may assign this Agreement unless this Agreement is amended in accordance with its terms.
7. Conflicts of Interest. Consultant owes City a duty of undivided loyalty in performing the work and services under this Agreement. Consultant covenants (on behalf of Consultant and Consultant's employees, agents, representatives, and subcontractors) that there is no direct or indirect interest, financial or otherwise, which would conflict in any manner or degree with the performance of services required under this Agreement. Consultant acknowledges and agrees to comply with applicable provisions of conflict of interest law and regulations, including the Political Reform Act, Section 1090 of the Government Code, and the City's conflict of interest code. Consultant will immediately advise City if Consultant learns of a conflicting financial interest of Consultant during the term of this Agreement.
8. City Property. The work, or any portion, of Consultant in performing this Agreement shall become the property of City. The Consultant may be permitted to retain copies of such work for information and reference in connection only with the provision of services for the City. All materials and work product, whether finished or unfinished, shall be delivered to City upon completion of contract services or termination of this Agreement for any reason. Unless otherwise provided herein, Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the City and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the City, or except as otherwise provided herein.

9. Intellectual Property and Indemnity. Consultant represents to City that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless City, its officials, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the City's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

If any product or service becomes, or in the Consultant's opinion is likely to become, the subject of a claim of infringement, the Consultant shall, at its sole expense: (i) provide the City the right to continue using the product or service; or (ii) replace or modify the product or service so that it becomes non-infringing; or (iii) if none of the foregoing alternatives are possible even after Consultant's commercially reasonable efforts, in addition to other available legal remedies, City will have the right to return the product or service and receive a full or partial refund of an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which may be due to the Consultant. City shall have the right to retrieve its data and proprietary information at no charge prior to any return of the product or termination of service.

10. Confidentiality.

- a. Consultant shall not acquire any ownership interest in data and information ("City Data") received by Consultant from City, which shall remain the property of the City. Certain information may be considered confidential ("Confidential Information"). Confidential Information shall mean all non-public information or proprietary materials (in every form and media) disclosed or made available directly or indirectly through any means of communication, either verbally or in writing, to Consultant in connection with this Agreement. Unless otherwise required by law, Consultant shall not, without City's written permission, use or disclose City Data and/or Confidential Information other than in the performance of the obligations under this Agreement. As between Consultant and City, all City Confidential Information shall remain the property of the City. Consultant shall not acquire ownership interest in the City's Confidential Information.
- b. Consultant shall be responsible for ensuring and maintaining the security and confidentiality of City Data and Confidential Information, protect against any anticipated threats or hazards to the security or integrity of City Data and Confidential Information, protect against unauthorized access to or use of City Data and Confidential Information that could result in substantial harm or inconvenience to City or any end users; and ensure the proper return and/or disposal of City Data and Confidential Information upon termination of this Agreement with notice to the City.
- c. Consultant shall take appropriate action to address any incident of unauthorized access to City Data and Confidential Information, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying City as soon as possible of any incident of unauthorized access to City Data and Confidential Information, or any other breach in Consultant's security that materially affects City or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected City Data be divulged to unauthorized third parties, Consultant shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at

Consultant's sole expense. Consultant shall not charge City for any expenses associated with Consultant's compliance with these obligations.

- d. Consultant shall defend, indemnify and hold harmless City, its officials, officers, employees and agents against any claim, liability, loss, injury or damage (including attorneys' fee and costs) arising out of, or in connection with, the unauthorized use, access, and/or disclosure of City Data and/or Confidential Information by Consultant and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of the City. This provision shall survive the termination or expiration of this Agreement.

11. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred relating to this Agreement for examination and audit by the City, State, or federal government, as applicable, during the period of this Agreement, and for a period of at least five years from the date of the final City payment for Consultant's services, unless otherwise stated herein. If Consultant engages a subcontractor to perform work related to this Agreement with a cost of \$10,000 or more over a 12 month period, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement.
12. California Public Records Act. City is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to City, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such information "Confidential and Proprietary," and identify the specific lines containing the information. In the event of a request for such information, City will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Cruz County before the City is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the City is required to respond to the CPRA request, City may disclose the requested information without any liability to Consultant. Consultant further agrees that it shall defend, indemnify and hold City harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney's fees) that may result from denial by City of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.
13. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations.
14. Licensure. Consultant warrants that Consultant, its subcontractors and/or agents (if any) has/have complied with any and all federal, state, and local licensing requirements and agrees to provide proof of a current City of Santa Cruz Business Tax Certificate if:
  - Consultant, its subcontractor(s) and agent(s) or its business is/are located in the City of Santa Cruz;
  - Will perform actual work in the City of Santa Cruz for 6 or more days annually; or
  - Will use company vehicles to deliver within the City of Santa Cruz for 6 or more days annually.For additional information and licensing requirements, view the City's [Business Licenses and Permits webpage](#) or call the Revenue and Taxation division at 831/420-5070.
15. Living Wage. Every contract for services to the City for \$10,000 or more, is subject to City of Santa Cruz Living Wage Ordinance number 2000-25. If applicable, Consultant agrees to comply with the requirements of the Living Wage ordinance as provided in Santa Cruz Municipal Code Chapter 5.10.



16. Prevailing Wages for Public Work. To the extent that the work or services to be performed under this Agreement may be considered a “public work” (construction, alteration, demolition, or repair work) pursuant and subject to Labor Code section 1720 *et seq.*, Consultant (and any subconsultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any subconsultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. (CA Labor Code sections 1720, 1774 and 1782.) To the extent applicable to the scope of work and services under this Agreement, Consultant agrees to be bound by the state prevailing wage requirements, including, but not limited to, the following:
- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
  - b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
  - c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
  - d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
  - e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.
  - f. Any failure of Consultant and/or its subconsultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the City’s performance of this Agreement at the City’s sole and absolute option and shall be at the sole risk of Consultant. Consultant on behalf of itself and any subconsultant, agree to indemnify, defend and hold harmless the City and its officials, officers, employees, and agents from and against any and all claims, liabilities, losses, costs, expenses, attorney’s fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any subconsultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.
  - g. Consultant acknowledges that it and/or any subconsultant may not engage in the performance of any contract for public work unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
17. Storm Water Requirements. To the extent applicable to the Scope of Work under this Agreement, Consultant, Consultant’s employees, subcontractors, and agents are required to abide by the applicable City of Santa Cruz Storm Water Best Management Practices (BMPs) for the duration of the work. The City’s mandatory Storm Water BMPs, which are listed according to the type of work, operations, or business, are located on the City website at: <https://www.cityofsantacruz.com/government/city-departments/public-works/stormwater/best-management-practices>



18. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e), but without waiving the requirements of the California Tort Claims Act, Gov't Code section 800 et seq. unless otherwise agreed to by the Parties.
19. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, there may be an equitable adjustment of the schedule and Consultant compensation based on City's sole discretion.
20. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.
21. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
22. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
23. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
24. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
25. MacBride Principles/Peace Charter. City of Santa Cruz Resolution NS-19,378 (7/24/90) encourages all companies doing business in Northern Ireland to abide by the MacBride Principles and Peace Charter.
26. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to recipient as follows:

**To CITY:**  
City Manager  
Martin Bernal  
809 Center Street, Room 10  
Santa Cruz, CA 95060  
[mbernal@cityofsantacruz.com](mailto:mbernal@cityofsantacruz.com)  
831-420-5010

**To CONSULTANT:**  
National Demographics Corporation  
Douglas Johnson  
P.O. Box 5271  
Glendale, CA 91221  
[info@NDCresearch.com](mailto:info@NDCresearch.com)  
818-254-1221

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

- 27. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.
- 28. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Approved As To Form:  
By: [Signature] Date: December 1, 2020  
Office of the City Attorney

CONSULTANT  
By: [Signature] Date: 11-13-2020  
Printed: Douglas Johnson Title: President

CITY OF SANTA CRUZ  
By: [Signature] Date: Dec 1, 2020  
Martín Bernal  
City Manager

EXHIBIT A: SCOPE OF WORK

See attached National Demographics Corporation Proposal, dated November 23, 2020.



National Demographics Corporation

**A Proposal to the  
City of Santa Cruz  
for Districting Services**

By National Demographics Corporation  
Douglas Johnson, President

November 23, 2020



## National Demographics Corporation

November 23, 2020

Martín Bernal, City Manager  
809 Center Street, Room 10  
Santa Cruz, California 95060

Dear Mr. Bernal,

Thank you for the opportunity to provide this proposal to the City of Santa Cruz. NDC has 40 years of experience districting and redistricting local jurisdictions, together with unmatched experience working with jurisdictions facing California Voting Rights Act (CVRA) concerns. Based in Glendale, NDC has worked on CVRA analysis and districting efforts for over 100 cities, 250 school districts, and a variety of other local California jurisdictions across the state, including Santa Cruz City Schools, Morgan Hill Unified, City of Morgan Hill, Monterey Airport District, City of Campbell, and Campbell Union High. And, while I now live in Southern California, I grew up in Aptos, spent my high school years working at the River and Del Mar movie theaters, and as a result I have a personal interest in the area and would particularly welcome the opportunity to bring NDC's expertise and skills to assist the City.

NDC carefully tailors each project to the needs and goals of the individual client partner. NDC provides all required basic project elements, and NDC offers several options that the City can choose whether to include. NDC welcomes the opportunity to work with the City to encourage public participation in the districting process, and NDC offers several tools developed specifically for public engagement in this effort. And we offer templates and samples for every step of the project: analysis and staff reports; outreach materials; web pages and even resolution and ordinance templates.

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 if you have any questions, concerns, or requests regarding this proposal.

Sincerely,

Douglas Johnson  
President



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## Executive Summary of Proposal

NDC will provide a variety of services related to the development and refinement of election districts, including public outreach, official consideration, adoption and implementation.

Optional elements include an NDC-designed and managed project website; paper- and excel-based “public participation kit”; online redistricting system that allows members of the public to draw and submit redistricting proposals online; and Spanish translation services.

**Timeline:** From one to fourteen months

**Basic Elements:** \$19,500 plus per-meeting and any optional project element costs

## About National Demographics Corporation:

### Brief Company History

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

The company is especially well known for its work in local and state government. Since 2002, NDC has established a reputation as the state's leading demographic expert on the California Voting Rights Act (CVRA), having performed demographic assessments of potential CVRA liability and/or moves to by-district elections for over 350 jurisdictions. And no company has been responsible for addressing the electoral demographic needs of more local governments, as NDC has districted and/or redistricted well over 200 local school districts, cities, water districts, county boards, and other local districts.

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

### NDC’s Districting Process

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

### Technical Expertise

NDC’s personnel are nationally recognized as leaders in the districting field, and are responsible for numerous books and articles on the subject. NDC possesses all the hardware and software necessary to the districting and redistricting needs of any jurisdiction, and its



## National Demographics Corporation

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

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

### **Public Involvement**

NDC pioneered the “transparent districting” approach which involves the public at every stage of the process. The company invented the “public participation kit” for public participation in districting efforts, which many of the firm’s competitors now attempt to duplicate. Perhaps NDC’s most valuable service is the firm’s experience transforming often-contentious and passionate debates on this difficult subject into thoughtful, constructive discussions focused on the options and outcomes rather than individual personalities or positions. NDC also has considerable experience working with translators in public forums and providing materials in English and Spanish.

### **Minority Group Outreach/Partnerships**

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

### **Openness**

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

### **Media Outreach**

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

### **Local Leadership**

NDC views its role as an advisor and technical resource. The firm advises its clients, but every project remains the client’s project. NDC offers guidance based on its experience and expertise, but ultimately the decisions are made by the jurisdiction itself. NDC welcomes the



# National Demographics Corporation

chance to assist this project under the guidance and direction of the jurisdiction's elected leadership, key staff members, and the entire community.

## Proposed Scope of Work

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

### Basic Districting Project Elements

Includes all the services listed below:.....\$19,500

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

### Meetings

NDC charges for meeting participation based on whether the meeting is in-person or virtual:

- Planning calls, project updates, and other general project management discussions by phone or web conference .....No charge
- Participation in community and/or Council hearings and meetings by phone or web conference.....\$1,250 per meeting
- Live in-person participation in community and/or Council hearings and meetings .....\$2,500 per meeting

### Optional Districting Project Elements

Selected at the client's discretion:

- Preparation and processing of paper, PDF and Excel-based "public participation kits" (paper kits that allow the public to draw and submit their own plans).....\$3,500



- Creation, hosting, and updating of an NDC--managed project information website (if the client does not wish to manage a project website as part of its existing website). .....\$4,000
- Hosting, managing and processing submitted plans for an online interactive system that allows public to draw and submit proposed districting plans through a standard web browser.....\$20,000
- Spanish translation of project-related materials.....\$125 per page

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

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

**Other Potential Project-Related Expenses:**

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

**Sample Districting/Redistricting References**

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

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

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

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

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

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

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

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

Ms. Lucinda Aja. City Clerk, City of Buckeye, Arizona. 100 N Apache Rd, Suite A, Buckeye, AZ 85326. Phone (623) 349-6007. Fax (623) 349-6098. Email: laja@buckeyeaz.gov.



### **Additional Analysis**

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

Principal (Dr. Douglas Johnson) .....\$300 per hour  
Vice President (Justin Levitt).....\$200 per hour  
Senior Consultant.....\$125 per hour  
Analyst / Clerical.....\$50 per hour

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

### **Requested Payment terms:**

NDC requests that one-half payment be made at project start and one-half at the conclusion.

### **Conclusion**

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

- NDC, founded in 1979, has a demonstrated record of financial solvency.
- NDC’s hardware and software resources were specially designed and acquired for districting and redistricting purposes.
- NDC’s highly respected personnel have impeccable credentials in each aspect of the districting and redistricting processes.
- NDC’s suggested approach has been tested in many jurisdictions.
- Any NDC client can be contacted for testimonials and reference.
- NDC has more experience in the field of municipal political election systems than any other company of which NDC is aware.
- NDC has demonstrated experience over many years in working with the press and media on local election system issues.
- NDC possesses fully up-to-date and highly effective geographic retrieval systems with applications specifically designed for districting and redistricting.
- Neither the Justice Department nor any Court has ever rejected any local government districting or redistricting plan submitted by NDC.

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

# Douglas Mark Johnson

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Glendale, CA 91221  
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office: (909) 624-1442  
fax: (818) 254-1221

## Employment

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

## Education

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

## Academic Honors

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

## Publications and Articles

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

## Speaker or Panelist

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

## Douglas Mark Johnson

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# Justin Mark Levitt

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## Employment

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

## Education

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

## Academic Honors

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

## Publications and Conference Presentations

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

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

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

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

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

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

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

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

# Justin Mark Levitt

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

## Working Papers

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

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

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

## Teaching Experience

### California State University, Long Beach, Department of Political Science

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

### University of California, San Diego, Department of Political Science

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

# Shalice M. Tilton, M.M.C.

mobile: (714) 308-0726

stilton@NDCresearch.com

office: (818) 254-1221

## Employment

Senior Consultant, National Demographics Corporation, 2017 – present.

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

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

## Education

Master of Public Administration, National University

Bachelor of Science, Business Administration, Grand Canyon University

Master Municipal Clerk, International Institute of Municipal Clerks

Certified Municipal Clerk, International Institute of Municipal Clerks

## Professional Affiliations

International Institute of Municipal Clerks

League of California Cities, City Clerks Department

City Clerks Association of California

Southern California City Clerks Association

Buena Park Area Business Council

Historical Society of Buena Park

## External Highlights

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nominated, 1999 International Institute of Municipal Clerks Technology Award of Excellence

Guest Speaker, City Clerks Association of California 1998 Annual Conference, "Charting Your Course - The Role, Responsibilities, and Duties of the City Clerk"

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

# Robert H. McEntire

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Glendale, CA 91221  
rmcentire@NDCresearch.com

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

## Employment

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

## Education

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

## Recent Districting Engagements (partial list)

### CITIES

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

### SCHOOL DISTRICTS

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

## Publications and Conference Presentations

### California Association of School Business Officials (CASBO):

Annual Conference, April 2018

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

Chief Business Officer Symposium, November 2017

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

Annual Conference, April 2016

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

Chief Business Officer Symposium, November 2015

- Presider – General Session – 600 Attendees

## Teaching Experience

### Association of California School Administrators (ACSA)

- Lecturer: Personnel Administrators Academy, November 2017

# Jeff S. Tilton Sr.

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Glendale, CA 91221  
jtilton@ndcresearch.com

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office: (909) 624-1442  
fax: (818) 254-1212

## Employment

Senior Consultant, National Demographic Corporation, 2019 – present  
Deputy Superintendent (retired), New Jerusalem Elementary School District, 2012-2019  
Director, Educational Programs, Janus Youth Programs, Inc., 2011-2012  
Senior Account Executive, Northwest Evaluation Association, 2004-2011  
Director II, Stanislaus County Office of Education, 2000-2004  
Administrator, Cotati-Rohnert Park Unified School District, 1999-2000  
Chief Academic Officer, Delhi Unified School District, 1997-1999  
Director I, San Joaquin County Office of Education, 1992-1997  
Teacher/Coach, Manteca Unified School District, 1987-1992

## Adjunct Faculty Experience

Chapman University  
Grand Canyon University  
Portland State University  
University of San Diego

## Education

University of the Pacific, Ed.D., Educational Administration/Curriculum and Instruction 1998.  
*Dissertation: "A Case Study of the Arizona Boys Ranch Educational Program"*  
University of LaVerne, M.Ed., Educational Leadership, 1989  
California State University, Stanislaus, B.A., English, 1986

## Associated Education

Association of California School Administrators' Personnel Administrators Academy, 2017-2018  
Association of California School Administrators' Superintendents Academy, 2013-2014  
Association of California School Administrators' Personnel Administrators Academy, 1994-1995  
California School Leadership Academy, 1990-1992

## Speaker or Panelist

Association of California School Administrators Regional Conference, Monterey, California  
Association of Personalized Learning Schools & Services State Conference, Sacramento, California  
California Charter School Development Center Leadership Conference, San Diego, California  
California Charter Schools Organization State Conference, Pasadena, California  
California Charter Schools Organization State Conference, Sacramento, California  
California League of Middle Schools State Conference, San Diego, California  
California Network of Educational Charters State Conference, San Francisco, California  
Escalon Kiwanis Club, Escalon, California  
Juvenile Court, Community and Alternative School Administrators of California State Conference, San Francisco, CA  
Juvenile Court, Community and Alternative School Administrators of California Regional Conference, Visalia, CA  
Juvenile Court, Community and Alternative School Administrators of California State Conference, San Diego, CA  
KIPP National Summit, Las Vegas, Nevada  
Lathrop Sunrise Rotary Club, Lathrop, California  
Latina United Republic Women Federation, Stockton, California  
Lodi Sunrise Rotary Club, Lodi, California  
Manteca Morning Rotary Club, Manteca, California  
Missouri Charter Public School Association State Conference, Lake Ozark, Missouri  
Modesto Kiwanis Club, Modesto, California  
Modesto Rotary Club, Modesto, California  
National Association of Charter School Authorizers National Conference, Salt Lake City, Utah

# Jeff S. Tilton Sr.

National League of Middle Schools Conference, Maui, Hawaii  
North Modesto Kiwanis Club, Modesto, California  
North Stockton Rotary Club, Stockton, California  
Ripon Rotary Club, Ripon, California  
Stockton Pacific Rotary Club, Stockton, California  
Stockton Republic Women Federation, Stockton, California  
Stockton Rotary Club, Stockton, California  
The Association of Career and College Readiness Organizations State Conference, Palm Desert, California  
Tracy Rotary Club, Tracy, California  
Tracy Tank Town Lions Club, Tracy, California



## Districting Clients List

National Demographics Corporation

### Cities

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

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

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





**Community College Districts**

Antelope Valley  
Barstow  
Coast  
Cuesta  
Glendale  
Grossmont-Cuyamaca  
MiraCosta  
Palomar

Pasadena City College  
Rancho Santiago  
San Diego  
Santa Clarita  
Sierra  
Southwestern

**Special Districts**

Alta Irrigation  
Castaic / Newhall Water  
Castaic Lake Water Agency  
Chino Fire  
Desert Healthcare  
Desert Water Agency  
Fallbrook Regional Healthcare  
Fresno Irrigation  
Grossmont Healthcare  
Imperial Irrigation District  
Joshua Basin Water  
Jurupa Community Service District  
Kings River Conservation District  
Lake Arrowhead CSD  
Western Municipal Water  
Westside Community Health Care District

Leucadia Wastewater  
Mojave Water Agency  
Monterey Airport  
Palmdale Water  
Palomar Healthcare  
Rowland Water  
San Bernardino Water  
Santa Clara Valley Water  
Santa Maria Airport  
Tri-City Health  
Tulare Health Care District  
Upper San Gabriel Valley  
West Valley Water  
  
Winton Water

**School Districts**

Alpine Union  
Alpine Union Elementary  
Alta Vista  
Bakersfield City Schools  
Barstow Unified  
Bonsall Union  
Elementary  
Borrego Springs Unified  
Buena Park Elementary  
Burton Elementary  
Cajon Valley Union  
Cajon Valley Union  
Cajon Valley Union  
Elementary  
Calistoga Joint Unified  
Capistrano Unified  
Capistrano Unified  
Cardiff Elementary  
Carlsbad Unified  
Carlsbad Unified

Caruthers  
Castaic Elem  
Castaic Elementary  
Cayucas  
Centinela Valley  
Central Unified  
Central Union High  
Centralia Elementary  
Chula Vista Elementary  
Claremont Unified  
Clay Elementary  
Clovis Unified  
Coalinga-Huron  
Coronado Unified  
Covina Valley  
Cypress Elem  
Dehesa Elementary  
Del Mar Union  
Elementary  
Dinuba Unified

Eastern Sierra Unified  
Eastside Union  
Elementary  
El Monte Union High  
Encinitas Union  
Elementary  
Escalon Unified  
Escondido Union  
Elementary  
Escondido Union High  
Exeter Elementary  
Exeter High  
Exeter Unified  
Fallbrook Elementary  
Fallbrook High  
Fallbrook Union  
Elementary  
Fallbrook Union High  
Fillmore Unified  
Firebaugh-Las Deltas



## Districting Clients List

National Demographics Corporation

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

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

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

### Counties

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

EXHIBIT B: FEE SCHEDULE

See attached National Demographics Corporation Proposal, dated November 23, 2020.

EXHIBIT C: WORK SCHEDULE

See attached National Demographics Corporation Proposal, dated November 23, 2020.

## EXHIBIT D: INSURANCE REQUIREMENTS

**A. CERTIFICATE REQUIREMENTS**

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 333 Front Street., Suite 200, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the City, its officers, officials, employees, agents, and volunteers as additional insureds.

**B. MINIMUM SCOPE AND LIMITS OF INSURANCE**

Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The City will be entitled to coverage for the highest limits maintained by Consultant. Coverage will be at least as broad as:

- **COMMERCIAL GENERAL LIABILITY (CGL): \$1,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE**  
Proof of coverage for \$1 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be at least twice the required occurrence limit.
- **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS): \$2,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE.**

Consultant will maintain insurance appropriate to Consultant's profession; with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- **AUTOMOBILE LIABILITY:**  
Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- **WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease.**  
The Worker's Compensation policy must be **endorsed** with a waiver of subrogation in favor of the City for all work performed by the Consultant and its employees.

**(Not required if Consultant provides written verification it has no employees) -** If Contractor has no employees, Contractor shall complete and sign a [Workers' Compensation Exemption Declaration and Release of Liability](#)

### OTHER INSURANCE PROVISIONS

If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown above in section B, the City of Santa Cruz requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Cruz.

The insurance policies are to comply with the following provisions:

- **ADDITIONAL INSURED STATUS**  
The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL, CPL, and automobile insurance policies with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an **endorsement** to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10 CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 (if a later edition is used).
- **PRIMARY COVERAGE**  
For any claims related to this Agreement, Consultant's insurance coverage will be **primary** insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers will be excess of Consultant's insurance and will not contribute with it.
- **NOTICE OF CANCELLATION**  
Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.
- **WAIVER OF SUBROGATION**  
Consultant hereby grants to the City a waiver of any right to subrogation, except as otherwise not applicable, which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss, including attorney's fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- **EXCESS LIABILITY/UMBRELLA INSURANCE POLICIES**  
The excess/liability policies will provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must **follow form** the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.  
  
The policy regarding Limits of Insurance regarding Aggregates must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.
- **SELF-INSURED RETENTIONS**  
Self-insured retentions must be declared to and approved by the City. City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

- **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 City.
  - **CLAIMS MADE POLICIES**  
If any of the required policies provide coverage on a claims-made basis:
    1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
    3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.
  - **VERIFICATION OF COVERAGE**  
Consultant will furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL,CPL, and automobile Policies listing all policy endorsements to be approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- C. SUBCONTRACTORS**  
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.
- D. SPECIAL RISKS/CIRCUMSTANCES**  
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances and provide notice to Consultant.