



**CITY OF ELK GROVE
CITY COUNCIL STAFF REPORT**

AGENDA TITLE: Receive update on Redistricting Project and provide direction as deemed appropriate

MEETING DATE: January 12, 2022

PREPARED BY:
DEPARTMENT HEAD: Jason Lindgren, City Clerk

RECOMMENDED ACTION:

Staff recommends the City Council receive information regarding the 2022 Redistricting Project timeline and the consultant selection process for redistricting services, and provide direction as deemed appropriate.

BACKGROUND INFORMATION:

California Elections Code section 21600 requires all cities to redistrict after each Federal decennial census using “that census” as a basis so that the districts shall be as nearly equal in population as may be possible, and to “comply with the applicable provisions of Section 1973 of Title 42 of the United States Code, as amended (the Voting Rights Act). Data from the 2020 Census became available in September 2021.

On November 5, 2021, the City of Elk Grove issued a Request for Proposals (RFP) for Redistricting Services (Attachment 1). The RFP was posted on the City’s website and e-mailed to west coast demographic firms.

The RFP closed December 3, 2021, and the City received one proposal from Redistricting Insights based in Woodland, California.

The proposal was reviewed by a five-person panel consisting of the City Clerk, Assistant City Clerk, Public Affairs Manager, Strategic Planning and Innovation Program Manager, and Senior GIS Analyst, and the panel found the proposal from Redistricting Insights was responsive. Redistricting Insights retains some of the same staff from the firm that provided redistricting services for the City in 2011.

ANALYSIS:

The RFP was designed to request a base price for redistricting outreach and demographic services. The Redistricting Services Project Scope of Work includes baseline expectations to deliver on preparation and analysis of district plans, attendance at meetings to provide background and receive input, conduct public outreach, and provide information and data for use by the public to submit district map proposals.

Staff recommends finalizing a contract with Redistricting Insights. The proposed contract would not exceed City Manager approval authority (\$50,000 or less) and staff would continue to explore the use of providing access to alternate products and services through the contractor (public participation kits, providing data in varying formats to public requestors, or exploring the use of publicly available software products). The final district map must be submitted to the Sacramento County Voter Registration and Elections Office prior to the end of May 2022, and staff anticipates the following proposed timeline:

REDISTRICTING PROJECT TIMELINE

Date	Action
January 2022	Initial outreach of timeline and analysis of demographic changes of 2010 to 2020 Census data for the four council districts
February 2022	Community outreach and identification of Communities of Interest
March 2022	Analysis of Submitted Maps for consideration
March-April 2022	Final selection of a four-district map based on 2020 Census data
April – May 2022	Assistance with transmittal of final map to the Sacramento County Voter Registration and Elections Office.

FISCAL IMPACT:

Funds for redistricting are included in the Fiscal Year 2021-22 Budget for the Office of the City Clerk.

ATTACHMENTS:

1. Request for Proposals for Redistricting Services
2. Contract

CITY OF ELK GROVE



Request for Proposals

For

Redistricting Services

**City Clerk's Office
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758**

Proposals Due by 4:00 p.m. on Friday, December 3, 2021

Introduction:

The City of Elk Grove (City) is accepting proposals from qualified Consultants (Consultant(s)) for Redistricting Services in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective Consultants are advised to read this information over carefully prior to submitting a proposal.

The Proposal must be submitted to the Office of the City Clerk by 4:00 p.m. on Friday, December 3, 2021. Proposals may either be submitted in hard copy or electronic format pursuant to the following. Proposals shall not be accepted by fax.

- *Submissions in hard copy* shall be submitted to the Office of the City Clerk at the following address. The submittal shall include one signed hard copy and one PDF copy on USB Flash Drive. Proposals must be submitted in a sealed envelope clearly marked Redistricting Services.

**OFFICE OF THE CITY CLERK
CITY OF ELK GROVE
8401 Laguna Palms Way
Elk Grove, CA 95758**

- *Submission in electronic copy* shall be submitted electronically in PDF form, and emailed to City Clerk Jason Lindgren at jlindgren@elkgrovecity.org, with a copy to Assistant City Clerk Brenda Haggard at bhaggard@elkgrovecity.org, prior to the deadline stated above. Submittals in PDF format must be fully ADA compliant. Large files may be sent using a cloud-based system such as Dropbox. Consultants shall be responsible for ensuring that proposals submitted electronically are received by the City Clerk prior to the deadline. Proposals that are not received prior to the deadline shall not be considered by the City, even if the late submission is due to a technical or other error, including, without limitation, the City's inability to open or access the electronic file. If the proposing Consultant does not receive a confirmation from the City Clerk that the proposal has been received, Consultant should assume the transmission failed and either resubmit or arrange for another method of delivery. Consultants are also encouraged to contact the City Clerk to confirm receipt of their proposal prior to the deadline.

Questions regarding this RFP are to be directed by e-mail to: City Clerk Jason Lindgren at jlindgren@elkgrovecity.org. Such contact shall be for clarification purposes only. The City must receive all questions no later than November 19, 2021 at 5:00 p.m. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City web site. Addendums and answers to submitted questions will be available via the City of Elk Grove web site under "Notice" for the RFP announcement.

Late Proposals:

Proposals arriving after the specified date and time shall not be considered, nor shall late proposals be opened. Each Consultant assumes responsibility for timely submission of its proposal.

Withdrawal or Modifications of Proposals:

Any proposal may be withdrawn or modified by a written request signed by the Consultant and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, Consultants are obligated to fulfill the terms of their proposal.

Proposal Acceptance and Rejection:

The City reserves the right to accept any proposal, to reject any and all proposals, and to call for new proposals, or dispense with the proposal process in accordance with the Elk Grove Municipal Code.

Proposal Evaluation and Award:

Evaluation shall be made based on the criteria noted in Attachment A: Evaluation and Selection Criteria. A contract may be awarded to the responsible Consultant who best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services, and shall not necessarily be based on the lowest priced proposal, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Consultant if the successful Consultant refuses or fails to execute the contract. All Consultants that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Consultant. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

Registration with the California Secretary of State:

Unless Consultant is a sole proprietorship, Consultant must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract to Consultant and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Consultant. Additional information regarding the registration process may be found on the Secretary of State's website at: <https://businesssearch.sos.ca.gov/>.

Disclosure of Submitted Materials:

After selection and execution of the contract(s), (or prior thereto if required by law) all information and materials provided in each submittal received is subject to disclosure through a public records request pursuant to the California Public Records Act, or otherwise as may be required by law. The City, in its sole discretion, may release any submitted materials, regardless of whether such materials are marked by respondents as confidential or otherwise as protected.

Waiver of Irregularities:

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award a contract to a Consultant submitting any such non-compliant proposal, all in the City's sole discretion.

Validity of Pricing:

Consultants are required to provide a fee structure including the hourly rate of the principals to be assigned to the matter, and proposed cost (line item descriptions and pricing), and expense reimbursements levels, and total costs. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

No Guarantee of Usage:

Any quantities listed in this RFP are estimated or projected and are provided for tabulation and information purposes only. No guarantee of quantities is given or implied by the City. Consultant must furnish the City's needs as they arise.

Demonstrations:

When required, the City may request full demonstrations prior to award. When such demonstrations are requested, the Consultant shall respond promptly and arrange a demonstration at a convenient location. Failure to provide a demonstration as specified by the City may result in rejection of a proposal.

Use of Other Governmental Contracts:

The City reserves the right to reject any part or all of any proposals received and utilize other available governmental contracts.

Qualification/Inspection:

Proposals will only be considered from Consultants normally engaged in providing the types of services specified herein. By responding to this RFP, the Consultant consents to the City's right to inspect the Consultant's facilities, personnel, and organization at any time, or to take any other action necessary to determine Consultant's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding Consultants and/or to award a contract without conducting interviews.

Other Governmental Entities:

If the Consultant is awarded a contract as a result of this RFP, the Consultant shall, if the Consultant has sufficient capacity, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of the RFP.

Federal Requirements:

Should any portion of these services require the use of Federal funds, all Federal requirements shall apply and all Consultants must consent to each certification and assurance, which will be incorporated into the contract.

Piggybacking:

"Piggybacking" is a form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing and terms of a contract entered into by another entity.

Bidders are requested to indicate on the Bid if they will extend the pricing, terms and conditions of an awarded contract, based on this bid, to other government agencies. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City. Minor changes in terms and conditions may be negotiated by participating agencies during the term and following the award of the contract. Any such contract shall be entirely independent and separate from the City and City shall have no obligation relating to any third party contract.

Payment Terms:

Payment shall be made as set forth in the contract attached hereto as Attachment B. In submitting proposals under these specifications, Consultants should take into account all discounts, both trade and time, allowed in accordance with the payment terms.

Performance:

It is the intention of the City to acquire services as specified herein from a Consultant that will give prompt and convenient service.

Term of Contract:

The term of the contract will be for a specific period of time, commencing upon execution. The City anticipates the contract to term prior to June 30, 2022 at 11:59 p.m. with extensions if needed, at the option of the City. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

Amendments:

If, in the course of the performance of the contract, Consultant or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Consultant or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an amendment to the contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the Contract. Nothing in this section obligates the City to

agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

Service and support:

Consultants shall explain how all on-going service and support shall be handled by the Consultant and the City of Elk Grove.

Records:

The Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the performance of services under the contract. The Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Consultant shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least three (3) years after receipt of final payment.

(See next page for Guidelines for Proposal)

Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Proposals submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Proposals should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Proposals shall be formatted on 8-1/2" x 11" paper, with easy-to-read font size and style, pages shall be numbered, and individual sections shall be divided for easy identification. If printed submissions are provided, they shall be printed on recycled paper, include tab dividers, and shall be bound (e.g., spiral comb, three ring binder).

Digital submissions shall include PDF bookmarks for each section with an easy to read font size and style.

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Jason Lindgren
City Clerk
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

The letter shall include the Consultant's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the Consultant's understanding of the project based on this RFP and any other information the Consultant has gathered. Include a statement discussing the Consultant's interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter.

2. Table of Contents

The Consultant shall insert a comprehensive table of contents denoting sections three through nine of the proposal as indicated below.

3. Qualifications and Experience

Describe the Consultant's capability for actually undertaking and performing the work, including any professional licenses and certificates held by the Consultant. List types and locations of similar Redistricting work performed by the Consultant in the last fifteen (15) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection Process.

4. Work Plan

The work plan must state the Consultant's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

5. Conflict of Interest Statement

Any activities or relationships of the Consultant that might create a conflict of interest for the Consultant or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

6. Supportive Information/References
This section may include graphs, charts, photos, resumes, references, and any other relevant information in support of the Consultant's qualifications.
7. Fee
This section should include the cost for requested services outlined in the Scope of Work. Consultants shall clearly describe and outline fees for the services to be provided for each task of the project. Fees should be linked to the tasks of the work plan as provided in Section 4, Work Plan. Upon completion of each task, the Consultant will notify the City and request payment for the products and services by submitting an invoice and a brief description of work performed during the billing period. Upon receipt of the invoice, the City will review in a timely manner the products and services noted, verify completion, and authorize payment. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City.
8. Secretary of State
Consultant shall acknowledge their understanding of needing to be registered with the California Secretary of State as noted in the RFP language above.
9. Professional Services Contract:
Attached to the RFP (Attachment B) is a copy of the City's standard Professional Services Contract (Contract). The City's standard Contract may be modified, in the City's sole discretion, to address the specific provisions of this RFP and Consultants should note that any specifications or other requirements specific to this RFP shall be included in the Contract and Contract's exhibits following an award of the Contract. Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. Alterations or changes to the Contract that are not in the Consultant's response shall not be allowed after the selection of the Consultant. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City's standard Contract. For reference, the insurance amounts that appear in the attached Contract are summarized below.

(See next page for Scope of Work)

SCOPE OF WORK

BACKGROUND:

California Elections Code section 21600 requires all cities to redistrict after each Federal decennial census using “that census” as a basis so that the districts shall be as nearly equal in population as may be possible, and to “comply with the applicable provisions of Section 1973 of Title 42 of the United States Code, as amended (the Voting Rights Act).

Elk Grove is a general law city under California law with five elected representatives on the City Council, the mayor and four council members. The office of the elective mayor is decided by the voters, with the position elected citywide (at-large), having a residency requirement within the City limits, and serves a two-year term. There are four council residency districts. Council members are elected by district (elected by voters of the district alone) and serve four-year terms. Each council member must reside within the district of the city that they oversee.

In November 2022, two Council Member residency district seats will be up for election (Districts 2 and 4), as well as the seat of directly elected mayor. The City of Elk Grove consolidates its elections with Sacramento County. The City of Elk Grove will be required to submit district boundaries to the Sacramento County Voter Registration and Elections Office prior to the commencement of the general election nomination period (prior to June 2022).

The current district map was initially adopted by the City Council on July 13, 2011, and re-affirmed for use as the by district election map for the 2020 election. In 2021, the City boundaries expanded with annexation of land south of Grant Line Road, to be included in the new City district boundaries (this land area is primarily rural in nature at the current time of annexation with no planned residential uses).

OBJECTIVES:

The City of Elk Grove is interested in hearing from Consultants that can provide services in support of the decennial redistricting effort, presenting district map configurations, and assisting with outreach to the community to participate in the redistricting process. The City of Elk Grove is beginning the redistricting process and is seeking the assistance of qualified Consultants and organizations for this effort, and seeking a Consultant that can present a proposal with a menu of options to pursue public outreach, additional analysis, and technical assistance.

It is anticipated that the City will need qualified support in the areas of census data processing and analysis, review and preparation of redistricting plans for a four-Council Member residency district map configuration, providing assistance with outreach and community engagement, coordinating with County elections officials to align redistricting efforts to simplify elections, staff support for meetings and public outreach workshops, and computer support as outlined herein.

PROPOSED TIME SCHEDULE

Date	Action
November 5 2021	Release of RFP
December 3, 2021	Deadline for Proposals: Due by 4:00 P.M. PT (Pacific Time)
December 13 - 22, 2021	Consultant Selection / Negotiation
January 12, 2022	Award of Contract

SPECIFICATIONS / TASKS:

Please review and develop a work plan to support these specifications. Please provide fixed fee pricing that will be evaluated in the Rates and Fee section of the response to carry out these specifications.

For all work and proposals, the Consultant shall use 2020 decennial federal census data, and all work and proposals shall conform to California State law, including, but not limited to, California Elections Code Section 21601.

Consultant's responsibilities shall specifically include, but not be limited to the following:

1. Consultant shall participate and attend redistricting meetings and discussions of appropriate legislative bodies. Planned meetings would include a minimum of five (5) City Council meetings. Consultant will provide pricing structure for the provision of additional public meetings to the legislative body. Expected meetings include:
 - a. Conduct initial 'work-study' session and describe the process and the legal setting, discuss 'districting principles' (district design criteria), and planned community outreach;
 - b. Present findings on identifying "Communities of Interest", public input, and present criterion used in map evaluation, including submittal requirements from members of the public;
 - c. Present district map proposals and public input to consider approval of a final plan.
2. Consultant shall evaluate, compare, and report on the changes to the current City of Elk Grove four (4) Council Member residency district configuration (the district map approved initially July 2011 and confirmed November 2019 by Ordinance No. 25-2019 as shown under Attachment C);
3. Consultant shall develop a work plan for encouraging residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process. The work plan will address the following factors:
 - a. Coordinating information to City staff for distribution to media organizations that provide city news coverage, including media organizations that serve diverse community groups;
 - b. Coordinate with other agencies (i.e. Sacramento County, Cosumnes Community Services District, Elk Grove Unified School District, Sacramento Regional Transit District, and other regional agencies) to compile contacts to reach underrepresented communities and non-English speaking communities;
 - c. Provide information through good government, civil rights, civic engagement, and community groups or organizations that are active in the city, including those active in diverse community groups.
4. Consultant shall develop a work plan for outreach to the general public throughout the process. The work plan shall address the following factors:
 - a. Conduct community outreach: Meet and explain the process with key community leaders in business and civic organizations; determine community leaders' expectations and seek suggestions about the process; and develop a mailing list of people and organizations suggested by key community leaders to notify and invite to participate in the process.
 - b. Consultant shall look for occasions to engage the public in-person, as appropriate and following public health guidelines, and provide virtual environments in order to provide the widest variety of opportunities for the public to participate.
 - c. Ensure outreach is conducted with diverse community groups.
 - d. Preparation of illustrative materials, maps, brochures, and advertising for public meetings, workshops, and outreach.
 - e. Coordinate with City staff on advertising and public media relations to widely notice the public of opportunities to participate in public outreach meetings.
 - f. Facilitate meetings and provide a short formal presentation on the scope, purpose, process, timelines, and legal issues. Consultant shall request input from the public and document input.
 - g. Obtain public input for criterion to identify "communities of interest" as defined in the State of California Elections Code.

- h. Present findings on identifying “Communities of Interest”, and present criterion used in map evaluation, including submittal requirements from members of the public, as a resolution for City Council comment and approval.
5. Consultant shall create at least three (3) redistricting plans of four (4) single-member residency districts for consideration by the City Council as follows:
 - a. Each plan shall have districts that comply with the criteria as specified previously.
 - b. Each redistricting plan shall have a unique objective based on preserving a community of interest.
 - c. In this creation of districting plans, Consultant shall provide shapefile data as directed by the City information technology department.
 - d. The Consultant shall obtain and utilize the most recent Sacramento County Official Precinct Maps from the Sacramento County Voter Registration and Elections Office.
 - e. A demographic profile shall be included for each plan.
6. Consultant shall coordinate with City staff to provide content for an informational webpage on the City website regarding the redistricting process, and provide timely, updated information on map submittals.
7. Consultant shall provide resources and means for members of the public to remotely access a district drawing program, and allow for member of the public to submit completed district plans for consideration.
8. Consultant shall prepare additional redistricting proposals as requested by City staff. Said proposals must conform to state law and any submittal requirements adopted by the City of Elk Grove. Consultant shall provide pricing for inclusion of additional redistricting plans as requested by staff.
9. Consultant shall provide non-English speaking support for non-English speaker inquiries in Spanish and Chinese, and additional languages coordinated with City staff. There will be no limitation to the number of languages requested by the City. Projected support period will run from January 2022 through the conclusion of the contract, Monday through Friday 8:00 A.M. to 5:00 P.M.
10. The City shall require GIS files (as directed by the City information technology department) from the Consultant that display the newly defined district boundaries. At least two shall be submitted:
 - a. A layer that is comprised of block groups, blocks, and tracts that are coded in the attribute table for the district numbers that are assigned.
 - b. A layer that is a dissolved format displaying one polygon for each of the districts. The polygons must have valid geometry and be contiguous, no overlaps, and not contain holes or gaps.
11. Consultant shall work in conjunction with the City Clerk and the representatives of Sacramento County Voter Registration and Elections Office to maximize alignment of County voting precincts with City districts to minimize voter confusion and to maximize the ease of conducting elections.
12. Consultant shall provide overall staff support to City’s redistricting effort necessary to meet project goals and objectives.
13. Consultant shall provide expert technical assistance to the City in the event any legal action arises relating to the redistricting process of plans developed with Consultant’s assistance. Contract shall provide expert testimony and “special services,” if necessary, in state and federal court in the area of redistricting.
14. Consultant shall not subcontract any portion of the services or duties to be performed pursuant to the Agreement without the prior written approval of the City.
15. Consultant will provide a weekly status report of project management oversight. Consultant shall provide a detailed timeline for all requirements of this scope of work, including time to include work under Deliverables, and in compliance with the deadline specified in the RFP, Consultant shall complete the redistricting process prior to May 13 2022.

REQUIREMENTS:

For all work and proposals, the Consultant shall use 2020 decennial federal census data, and all work and proposals shall conform to California State law, including but not limited to California Elections Code Section 21601.

DELIVERABLES:

Consultant's responsibilities shall specifically include, but not be limited to the following:

1. Provide a Council Meeting Schedule workplan, and assist in the preparation of staff reports, including timely production of reports of data and map analysis to staff to meet agenda publishing deadlines.
2. Provide a Community Outreach workplan on methods to advertise and conduct outreach to the community, ensuring diverse community groups are included.
3. Provide a Community Workshop Meeting Schedule and workplan for informing the community about process requirements for creating district plans, opportunities to submit maps and/or meet to provide input on factors to consider when drawing maps, and support for public outreach meetings.
4. Provide content for an informational webpage on redistricting for the City of Elk Grove.
5. Provide options for a web portal for remote participants to submit and view map proposals.
6. Provide Shapefiles of the final selected district configuration to the City's GIS Department.
7. Provide full demographic analysis for each district and legal descriptions of the final selected four district configuration boundaries of the City of Elk Grove.

(See next page for Attachments)

ATTACHMENTS

Attachment A: Evaluation and Selection Criteria

Evaluation Criteria

The following represent the principle selection criteria, which will be considered during the evaluation process:

Firms Qualifications, Experience, and References: Experience in performing work of a closely similar nature and size; experience working with public agencies; strength, stability, experience, and technical competence; assessment by client references.

Qualifications and Experience of Personnel and Staffing: Qualifications and experience of proposed personnel for requested services.

Work Plan: Depth of Consultants understanding of City's requirements; overall quality and logic of work plan.

Quality and Responsiveness of the Proposal: Completeness of response in accordance with the RFP instructions.

Rates and Fees: Reasonableness and competitiveness of the rates and fees proposed; adequacy of data in support of figures quoted, basis on which rates and fees are quoted.

Review and Selection Process

Staff will evaluate the merits of the proposals received in accordance with the evaluation factors stated in this RFP and formulate a recommendation. For each evaluation criteria, proposals will be evaluated on their relative strengths, deficiencies, and weaknesses.

Attachment B: Sample Professional Services Contract

CITY OF ELK GROVE



CONSULTANT CONTRACT FOR

CONSULTANT

Title of Contract

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 20__, by and between City of Elk Grove, a municipal corporation (the “City”) and _____, a _____ (the “Consultant”), collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

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

1. SCOPE OF SERVICES

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate at 11:59 p.m. on _____, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

3. SCHEDULE FOR PERFORMANCE

City and Consultant agree that time is of the essence and Consultant agrees that services shall be undertaken and completed in accordance with the schedule of performance (the “Schedule of Performance”), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of City

Manager, or his/her authorized representative. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

4. COMPENSATION

A. Consultant shall be paid monthly as set forth in **Exhibit C**, "Compensation and Method of Payment," attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed _____ (\$ _____), without City's prior written approval. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Consultant's performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

5. NOTICES

A. Consultant shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove
Attn: Finance Department
8401 Laguna Palms Way
Elk Grove, California 95758

City of Elk Grove
Attn: City Attorney's Office
8401 Laguna Palms Way
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Consultant as follows:

C. The receiving party may change the address for notices, invoices, or payment by delivering to the other party written notice of the new address for notices, invoices, or payment, which notice shall be effective ten (10) days after receipt.

6. PROFESSIONAL SERVICES

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this

Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third-party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF CONSULTANT

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

12. FUNDING

Consultant agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

13. NOTICE TO PROCEED

Prior to commencing work under this Contract, Consultant shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

14. EXTENSIONS OF TIME

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

15. PROPERTY OF CITY

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that

date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

16. COMPLIANCE WITH LAW

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

17. REPRESENTATIONS

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Consultant shall designate a project manager who at all times shall represent Consultant before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

18. APPROVAL OF STAFF MEMBERS

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this

Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

19. ASSIGNMENT AND SUBCONTRACTING

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

21. LIABILITY OF CONSULTANT—NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials,

employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Consultant. Consultant's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

23. EVIDENCE OF INSURANCE COVERAGE

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in Exhibit D, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as Exhibit E.

24. EVIDENCE OF INSURANCE COMPLIANCE

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process Consultant's proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

25. EMPLOYMENT PRACTICES

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

26. UNAUTHORIZED ALIENS

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

27. LICENSES, PERMITS, AND OTHER APPROVALS

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

28. RECORDS AND INSPECTION

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

29. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall

not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third-Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Consultant that any such person or entity, other than City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

30. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this _____ day of _____, 20__, by the Parties as follows:

Approved to as form:

CONSULTANT

By: _____
Attorney for Consultant

By: _____

Approved as to form:

CITY OF ELK GROVE

By: _____
Jonathan P. Hobbs, City Attorney

By: _____
Jason Behrmann, City Manager

Attest to:

By: _____
Jason Lindgren, City Clerk

Dated: _____

EXHIBIT A

Scope of Work

EXHIBIT B

Schedule of Performance

EXHIBIT C
Compensation and Method of Payment

Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Consultant each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.

EXHIBIT D
Insurance Requirements

EXHIBIT E

Certificate of Compliance With Labor Code § 3700, Release and Indemnification

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract.
2. Should Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant's successors, heirs and assigns.

CONSULTANT

By: _____

Date: _____

Name: _____

Title: _____

EXHIBIT D

Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Consultant shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits, and fulfillment of self-insured retentions.

1. General Liability:
 - a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury, property damage, and personal & advertising injury liability.
 - b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
 - c. Claims-made coverage is not acceptable.
 - d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
 - e. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Consultant.
2. Automobile Liability:
 - a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of automobiles.
 - b. Non-commercial policies are acceptable.
3. Worker's Compensation
 - a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employers Liability coverage. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
 - b. Employer's Liability Coverage shall not be less than One Million Dollars (\$1,000,000).
 - c. If an injury occurs to any employee of the Consultant for which the employee or the employee's dependents, in the event of the employee's death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the

Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant.

- d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Consultant.
4. Errors and Omissions; Malpractice; Professional Liability. Errors and omissions, malpractice, or professional liability insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence or per claim. Both occurrence or claims-made policies are acceptable. Upon termination of this Contract, the same insurance requirements in Section 4 of this Exhibit will apply for a one (1) year period following such termination. A “tail” policy may be purchased as an alternative to satisfy this requirement.
 5. Other Insurance Provisions: The general liability coverage shall contain the following provisions and endorsements:
 - a. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles leased, hired, or borrowed by the Consultant on a separate endorsement acceptable to the City.
 - b. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
 - c. Provision or endorsement stating that for any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of the Consultant’s insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
 6. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII**.
 7. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
 8. The Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written

request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.

9. The City, due to unforeseen risk or exhaustion, failure, or dilution of Consultant's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
10. The Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
11. If the Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.
12. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.
13. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
14. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
15. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

INSURANCE REQUIREMENTS SUMMARY

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation
Automobile Liability	\$300,000 Non-Commercial Acceptable		
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability	\$1,000,000 each		

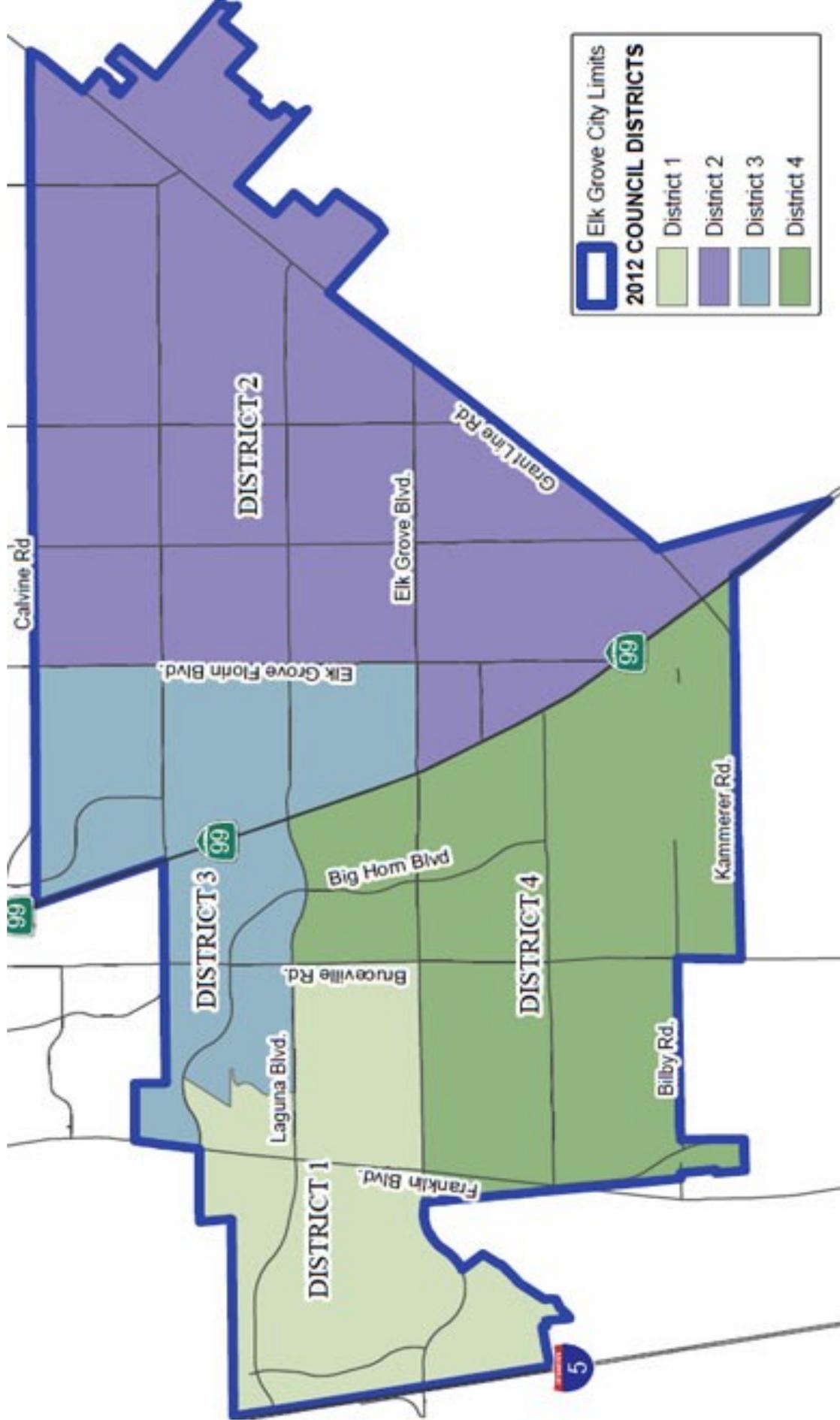
***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.

This is a summary only. Please refer to the insurance section and/or exhibit of this Agreement for specific requirements.

CITY OF ELK GROVE

Council Member Residency District Map

Affirmed October 23, 2019 (Ordinance No. 25-2019)



City Council Members shall be elected by-district in City Council Districts 1 and 3 beginning at the November 3, 2020 General Municipal Election, and every four years thereafter, as such City Council Districts may be amended from time to time. City Council Members shall be elected by-district in City Council Districts 2 and 4 beginning at the November 8, 2022 General Municipal Election, and every four years thereafter, as such City Council Districts may be amended from time to time. The office of the directly elected mayor shall be elected "at-large" at the November 3, 2020 General Municipal Election, and every two years thereafter.

Legal Description

City of Elk Grove

City Council Member Residency District Number One (1)

All that certain territory situated in the City of Elk Grove, County of Sacramento, State of California, more particularly described as follows:

Beginning at the western most northern border of the City of Elk Grove city boundary, thence east, north, and east along the City of Elk Grove city boundary, to the intersection of the centerlines of Franklin Boulevard and Big Horn Boulevard, thence along the centerline of Big Horn Boulevard to the intersection of the power lines, thence southwest along the power lines to the intersection of southern boundary of Laguna Vista 22 subdivision, thence east along the southern boundary of Laguna Vista 22 subdivision, thence east along a line parallel to the southern boundary of Laguna Vista 22 subdivision to the intersection of the centerline of Bambridge Way, thence south along the centerline of Bambridge Way to the intersection of the centerline of Old Creek Drive, thence west along the centerline of Old Creek Drive, to the intersection of the centerline of Laguna Park Drive, thence south on Laguna Park Drive to the intersection of the centerline Laguna Boulevard, thence east along the centerline of Laguna Boulevard to the to the intersection of the centerline of Bruceville Road, thence south along the centerline of Bruceville Road, to the intersection of the centerline of Elk Grove Boulevard, thence west along the centerline of Elk Grove Boulevard to the intersection of the centerline of the Western Pacific Railway, thence south to the south right of way of Elk Grove Boulevard, thence west to the City of Elk Grove city boundary, thence west and south along the various courses of the City of Elk Grove city boundary to the west most border of the City of Elk Grove city boundary, thence northwest along the City of Elk Grove city boundary to the point of beginning.

Legal Description

City of Elk Grove

City Council Member Residency District Number Two (2)

All that certain territory situated in the City of Elk Grove, County of Sacramento, State of California, more particularly described as follows:

Beginning at intersection of the centerline of Elk Grove Florin Road and the most northern boundary of the City of Elk Grove, thence east along the City of Elk Grove city boundary to the intersection of the centerline of Grant Line Road, thence southwesterly along the various courses of the eastern boundary of the City of Elk Grove to the intersection of the centerline of Grant Line Road, thence southwest along the various courses of the City of Elk Grove city boundary to the intersection of the Southern Pacific Railway, thence southeast along the City of Elk Grove city boundary to the intersection of the centerline of Highway 99, thence northwest along the City of Elk Grove city boundary, thence continue along the centerline of Highway 99 to the intersection of the centerline of Elk Grove Boulevard, thence east along the centerline of Elk Grove Boulevard to the centerline of Elk Grove Florin Road, thence north along the centerline of Elk Grove Florin Road to the point of beginning.

Legal Description

City of Elk Grove

City Council Member Residency District Number Three (3)

All that certain territory situated in the City of Elk Grove, County of Sacramento, State of California, more particularly described as follows:

Beginning at the intersection of the centerlines of Franklin Boulevard and Big Horn Boulevard, thence north along the City of Elk Grove city boundary to north boundary of Laguna Vista 19 Subdivision, thence east, south and east along the City of Elk Grove city boundary to the intersection of the centerline of Highway 99, thence northwest along the City of Elk Grove city boundary to the most northern boundary of the City of Elk Grove city boundary, thence east along the northern City of Elk Grove city boundary to the centerline of Elk Grove Florin Road, thence south on Elk Grove Florin Road to the intersection of the centerline of Elk Grove Boulevard, thence west on Elk Grove Boulevard to the intersection of the centerline of Highway 99, thence north-west along the centerline of Highway 99 to the intersection of the centerline of Laguna Boulevard, thence west along the centerline of Laguna Boulevard to the intersection of the centerline of Laguna Park Drive, thence north along the centerline of Laguna Park Drive to the intersection of the centerline of Old Creek Drive, thence north-east along the centerline of Old Creek Drive to the intersection of the centerline of Bambridge Way, thence north along the centerline of Bambridge Way, to the intersection of a line parallel to the southern boundary of Laguna Vista 22 subdivision, thence west along a line parallel to the southern boundary of Laguna Vista 22 subdivision to the intersection of the power lines, thence north-east along the power lines to the intersection of the centerline of Big Horn Boulevard, thence west along Big Horn Boulevard to the point of beginning.

Legal Description

City of Elk Grove

City Council Member Residency District Number Four (4)

All that certain territory situated in the City of Elk Grove, County of Sacramento, State of California, more particularly described as follows:

Beginning at the intersection of the centerline of Elk Grove Boulevard and the centerline of the Western Pacific Railway, thence east along the centerline of Elk Grove Boulevard to the intersection of the centerline of Bruceville Road, thence north along the centerline of Bruceville Road to the intersection of the centerline of Laguna Boulevard, thence east along the centerline of Laguna Boulevard to the intersection of the centerline of Highway 99, thence south-east along the centerline of Highway 99 to the intersection of the City of Elk Grove city boundary, thence west along the various courses of the City of Elk Grove city boundary to the intersection of the south right of way of Elk Grove Boulevard, thence east along the south right of way of Elk Grove Boulevard to the intersection of the centerline of the Western Pacific Railway, thence north along the centerline of the Western Pacific Railway to the point of beginning.

ORDINANCE NO. 25-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELK GROVE APPROVING A DISTRICT MAP AND REQUIRING MEMBERS OF THE CITY COUNCIL TO BE ELECTED BY DISTRICT WITH AN ELECTED MAYOR CONSISTENT WITH ELECTIONS CODE SECTION 10010 AND GOVERNMENT CODE SECTION 34886

WHEREAS, the City of Elk Grove (“City”) is a general law city and currently has a “from-district” election method whereby four members of the City Council are required to reside within designated districts of the City, with voters of the entire City electing these four members of the City Council, which election method is considered an “at-large method of election” under Elections Code section 14026; and

WHEREAS, the City has an elected Mayor, pursuant to Government Code section 34902, whereby the Mayor is directly elected on a citywide basis by the voters of the entire City for a two-year term; and

WHEREAS, on July 15, 2019, the City received a letter by certified mail from the law firm of Shenkman & Hughes, P.C. asserting that the City’s at-large City Council electoral system violates the California Voting Rights Act (“CVRA”) and threatening litigation against the City if the City does not voluntarily change its at-large system of electing City Councilmembers; and

WHEREAS, Government Code section 34886 authorizes the City to adopt an ordinance to change to a by-district system without submitting the ordinance to the voters for approval; and

WHEREAS, while the City Council feels that the City’s current system of election is consistent with applicable law, including, without limitation, the California Voting Rights Act of 2001 (Elections Code sections 14025, *et seq.*) given the risk and costs of potential litigation over the City’s election method, and other considerations of the City Council, the City Council intends to transition to a by-district (district-based) method of election whereby four members of the City Council would be elected by voters of an identified district within the City alone, all in furtherance of the purposes of the California Voting Rights Act of 2001; and

WHEREAS, the City intends to retain an elected mayor, who shall remain elected on a citywide basis by the voters of the entire City for a two-year term; and

WHEREAS, at the regular meeting of August 28, 2019 the City Council adopted Resolution No. 2019-191 expressing its intent to transition to a by-district (district-based) system of election for its four City Councilmembers consistent with Elections Code section 10010; and

WHEREAS, the City retained National Demographics Corporation to provide demographer services; and

WHEREAS, the City Council held public hearings on September 9, 2019, September 25, 2019, October 9, 2019 and October 23, 2019 as required by law to consider all of the information presented by staff, National Demographics Corporation, and public testimony presented at the meetings; and

WHEREAS, on October 23, 2019 the City Council selected the map alternative identified as “City of Elk Grove – Current Districts,” depicted by the map attached to this ordinance as Exhibit A.

NOW, THEREFORE, the City Council of the City of Elk Grove does hereby ordain as follows:

Section 1: Purpose

The purpose of this Ordinance is to approve a district map and require members of the City Council to be elected by district with an elected mayor consistent with Elections Code section 10010 and Government Code section 34886.

Section 2: Declaration

This Ordinance is adopted based upon the following declaration that the change in the method of electing members of the legislative body is being made in furtherance of the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the Elections Code).

Section 3: Action

The City Council hereby:

- 1) Adopts, as the City Council Member Residency Districts, the map attached hereto as Exhibit A and incorporated herein; and
- 2) Assigns numbers to the four City Council Member Residency Districts as set forth on the map attached hereto as Exhibit A; and
- 3) Confirms City Council Member elections shall be conducted “by districts” in four districts, with an elective mayor pursuant to Government Code Article 5 (commencing with Section 34900). The term “by districts” shall mean election of members of the legislative body by voters of the district alone.
- 4) Directs that City Council Members shall be elected in City Council Districts Numbers 1 and 3 beginning at the General Municipal Election in November, 2020, and every four years thereafter, as such City Council Districts may be amended from time to time; and City Council Members shall be elected from City Council Districts Numbers 2 and 4 beginning at the General Municipal Election in November 2022, and every four years thereafter, as such City Council Districts may be amended from time to time; and

- 5) Directs City staff to provide a certified copy of this Ordinance, including Exhibit A, to the Sacramento County Voter Registration and Elections Office for use in subsequent City of Elk Grove City Council Elections; and
- 6) Authorizes the City Clerk, if reasonably necessary to facilitate the implementation of this Ordinance, to make minor technical adjustments to the district map boundaries, including developing legal descriptions, so long as the adjustments do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Clerk shall consult with the City Manager and City Attorney prior to making any such adjustments, and shall provide a written report to the City Council of any such adjustments required in the implementation of the districts as soon as reasonably practical.

Section 4: Additions to the Elk Grove Municipal Code Section 1.02.035 By District Elections and Section 1.02.045 Directly Elected Mayor

A. The City Council hereby adds Elk Grove Municipal Code Section 1.02.035 as follows:

1.02.035 By District Elections for Council Member Seats.

City Council member elections of the City of Elk Grove shall be conducted "by districts" in four districts, with an elective mayor pursuant to Government Code Article 5 (commencing with Section 34900). Council member candidates must reside within the election district they seek for office. The term "by districts" shall mean election of members of the legislative body by voters of the district alone. The initial district map shall be adopted by ordinance, and it may be amended from time to time by ordinance or resolution of the City Council.

B. The City Council hereby adds Elk Grove Municipal Code Section 1.02.045 as follows:

1.02.045 Directly Elected Mayor.

Elections for the office of the directly elected mayor shall be conducted "at-large" requiring candidates to reside within the jurisdictional boundary of the City, and the voters of the entire City elect the candidate to the office of mayor.

Section 5: No Mandatory Duty of Care.

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the ordinance be enforced.

Section 7: Savings Clause

The provisions of this ordinance shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and effect to all intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by said Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

Section 8: Effective Date and Publication

This ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to GC 36933(c)(1).

ORDINANCE: **25-2019**
INTRODUCED: October 23, 2019
ADOPTED: November 13, 2019
EFFECTIVE: December 13, 2019



STEVE LY, MAYOR of the
CITY OF ELK GROVE

ATTEST:



JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:

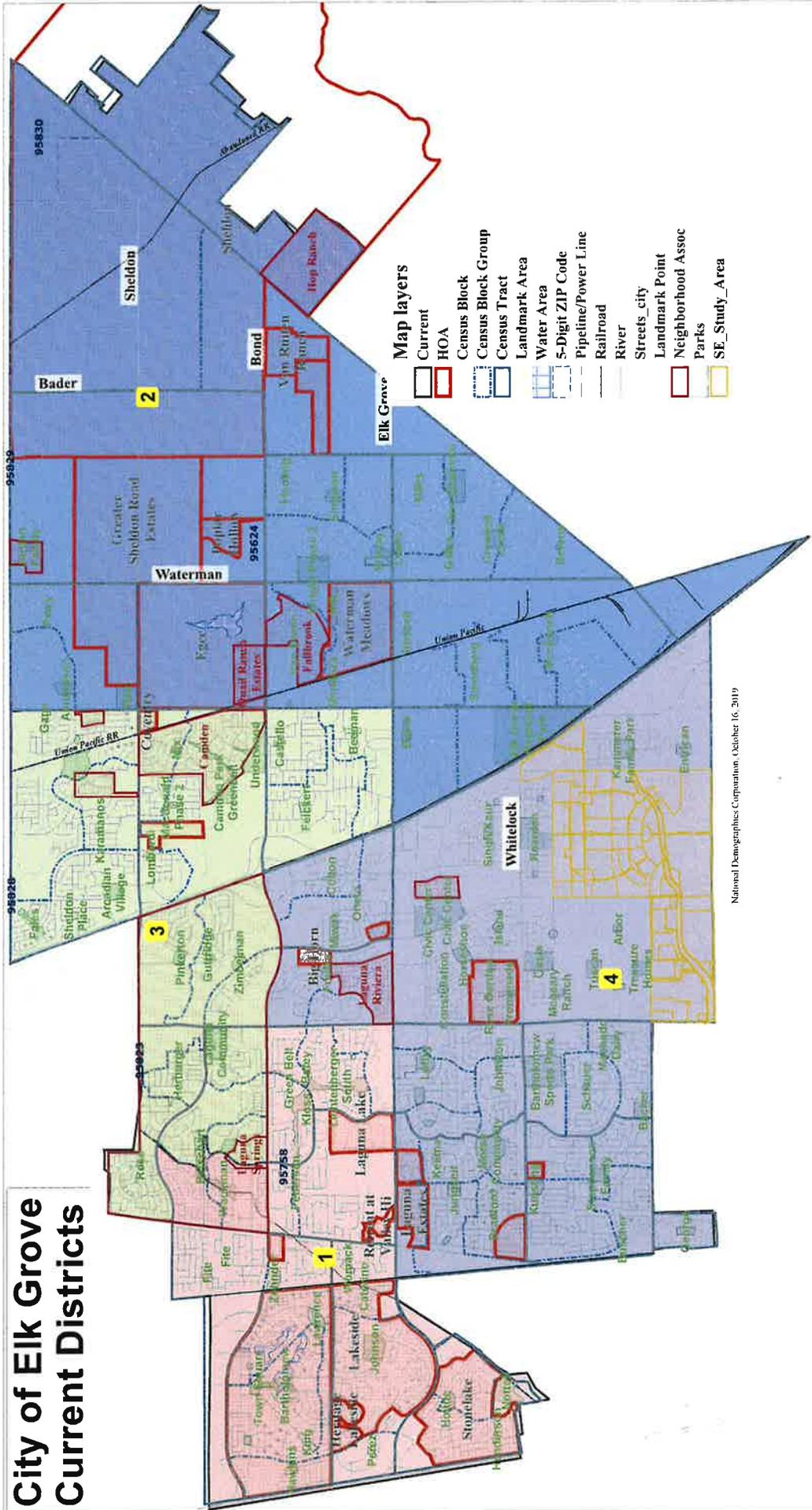


JONATHAN P. HOBBS,
CITY ATTORNEY

Date Signed: November 13, 2019

EXHIBIT A

**City of Elk Grove
Current Districts**



National Demographics Corporation, October 16, 2019

City Council Members shall be elected by-district in City Council Districts 1 and 3 beginning at the November 3, 2020 General Municipal Election, and every four years thereafter, as such City Council Districts may be amended from time to time. City Council Members shall be elected by-district in City Council Districts 2 and 4 beginning at the November 8, 2022 General Municipal Election, and every four years thereafter, as such City Council Districts may be amended from time to time. The office of the directly elected mayor shall be elected "at-large" at the November 3, 2020 General Municipal Election, and every two years thereafter.

**CERTIFICATION
ELK GROVE CITY COUNCIL ORDINANCE NO. 25-2019**

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing ordinance, published and posted in compliance with State law, was duly introduced on October 23, 2019 and approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on November 13, 2019 by the following vote:

AYES: COUNCILMEMBERS: Ly, Detrick, Nguyen, Suen

NOES: COUNCILMEMBERS: Hume

ABSTAIN: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

A summary of the ordinance was published pursuant to GC 36933(c) (1).



**Jason Lindgren, City Clerk
City of Elk Grove, California**

CITY OF ELK GROVE



CONSULTANT CONTRACT FOR
REDISTRICTING INSIGHTS, LLC
Redistricting Services 2020 Census

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 2022, by and between City of Elk Grove, a municipal corporation (the “City”) and Redistricting Insights, LLC, a California limited liability company (the “Consultant”), collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

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

1. SCOPE OF SERVICES

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate at 11:59 p.m. on June 30, 2022, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

3. SCHEDULE FOR PERFORMANCE

City and Consultant agree that time is of the essence and Consultant agrees that services shall be undertaken and completed in accordance with the schedule of performance (the “Schedule of Performance”), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of City



Manager, or his/her authorized representative. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

4. COMPENSATION

A. Consultant shall be paid as set forth in **Exhibit C**, "Compensation and Method of Payment," attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed Fifty Thousand Dollars (\$50,000.00), without City's prior written approval. Said amount shall be paid upon submittal of an invoice showing completion of the tasks that month, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Consultant's performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

5. NOTICES

A. Consultant shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove
Attn: Finance Department
8401 Laguna Palms Way
Elk Grove, California 95758

City of Elk Grove
Attn: City Attorney's Office
8401 Laguna Palms Way
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Consultant as follows:

Redistricting Insights, LLC
Attn: Matt Rexroad, Chief Legal Counsel
2355 Alexander Place
Woodland, CA 95776

C. The receiving party may change the address for notices, invoices, or payment by delivering to the other party written notice of the new address for notices, invoices, or payment, which notice shall be effective ten (10) days after receipt.



6. PROFESSIONAL SERVICES

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor, and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third-party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF CONSULTANT

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.



10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

12. FUNDING

Consultant agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

13. NOTICE TO PROCEED

Prior to commencing work under this Contract, Consultant shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.



14. EXTENSIONS OF TIME

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

15. PROPERTY OF CITY

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

16. COMPLIANCE WITH LAW

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

17. REPRESENTATIONS

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.



C. Consultant shall designate a project manager who at all times shall represent Consultant before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

18. APPROVAL OF STAFF MEMBERS

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

19. ASSIGNMENT AND SUBCONTRACTING

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

21. LIABILITY OF CONSULTANT—NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its



own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Consultant. Consultant's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

23. EVIDENCE OF INSURANCE COVERAGE

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:



TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation
Automobile Liability	\$300,000 Non-Commercial Acceptable		
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability	\$1,000,000 each		

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable. This is a summary only. Please refer to the insurance section and/or exhibit of this Agreement for specific requirements.

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as Exhibit E.

24. EVIDENCE OF INSURANCE COMPLIANCE

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor (“Processor”) to accept and process Consultant’s proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

25. EMPLOYMENT PRACTICES

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

26. UNAUTHORIZED ALIENS

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by City in connection therewith.



27. LICENSES, PERMITS, AND OTHER APPROVALS

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

28. RECORDS AND INSPECTION

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

29. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by



legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third-Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Consultant that any such person or entity, other than City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.



30. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this _____ day of _____, 2022, by the Parties as follows:

Approved to as form:

CONSULTANT

By: _____
Attorney for Consultant

By: _____
Matt Rexroad, Chief Legal Counsel

Approved as to form:

CITY OF ELK GROVE

By: _____
Jonathan P. Hobbs, City Attorney

By: _____
Jason Behrmann, City Manager

Attest to:

By: _____
Jason Lindgren, City Clerk

Dated: _____



EXHIBIT A

Scope of Work

Consultant shall use 2020 decennial federal census data, and all work shall conform to California State law, including, but not limited to, California Elections Code Section 21601.

Consultant's responsibilities shall specifically include, but not be limited to the following:

1. Consultant shall participate and attend redistricting meetings and discussions of appropriate legislative bodies. Planned meetings would include a minimum of five (5) City Council meetings. Consultant shall provide pricing structure for the provision of additional public meetings to the legislative body. Expected meetings shall include:
 - a. Conduct initial 'work-study' session and describe the process and the legal setting, discuss 'districting principles' (district design criteria), and planned community outreach;
 - b. Present findings on identifying "Communities of Interest", public input, and present criterion used in map evaluation, including submittal requirements from members of the public;
 - c. Present district map proposals and public input to consider approval of a final plan.
2. Consultant shall evaluate, compare, and report on the changes to the current City of Elk Grove four (4) Council Member residency district configuration (the district map approved initially July 2011 and confirmed November 2019 by Ordinance No. 25-2019).
3. Consultant shall develop a work plan for encouraging residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process. The work plan shall address the following factors:
 - a. Coordinating information to City staff for distribution to media organizations that provide city news coverage, including media organizations that serve diverse community groups;
 - b. Coordinate with other agencies (i.e. Sacramento County, Cosumnes Community Services District, Elk Grove Unified School District, Sacramento Regional Transit District, and other regional agencies) to compile contacts to reach underrepresented communities and non-English speaking communities;
 - c. Provide information through good government, civil rights, civic engagement, and community groups or organizations that are active in the city, including those active in diverse community groups.
4. Consultant shall develop a work plan for outreach to the general public throughout the process. The work plan shall address the following factors:
 - a. Conduct community outreach: Meet and explain the process with key community leaders in business and civic organizations; determine community leaders' expectations and seek



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- suggestions about the process; and develop a mailing list of people and organizations suggested by key community leaders to notify and invite to participate in the process.
- b. Consultant shall look for occasions to engage the public in-person, as appropriate and following public health guidelines, and provide virtual environments to provide the widest variety of opportunities for the public to participate.
 - c. Ensure outreach is conducted with diverse community groups.
 - d. Preparation of illustrative materials, maps, brochures, and advertising for public meetings, workshops, and outreach.
 - e. Coordinate with City staff on advertising and public media relations to widely notice the public of opportunities to participate in public outreach meetings.
 - f. Facilitate meetings and provide a short formal presentation on the scope, purpose, process, timelines, and legal issues. Consultant shall request input from the public and document input.
 - g. Obtain public input for criterion to identify “communities of interest” as defined in the State of California Elections Code.
 - h. Present findings on identifying “Communities of Interest”, and present criterion used in map evaluation, including submittal requirements from members of the public, as a resolution for City Council comment and approval.
5. Consultant shall create at least three (3) redistricting plans of four (4) single-member residency districts for consideration by the City Council as follows:
- a. Each plan shall have districts that comply with the criteria as specified previously.
 - b. Each redistricting plan shall have a unique objective based on preserving a community of interest.
 - c. In this creation of districting plans, Consultant shall provide shapefile data as directed by the City information technology department.
 - d. The Consultant shall obtain and utilize the most recent Sacramento County Official Precinct Maps from the Sacramento County Voter Registration and Elections Office.
 - e. A demographic profile shall be included for each plan.
6. Consultant shall coordinate with City staff to provide content for an informational webpage on the City website regarding the redistricting process, and provide timely, updated information on map submittals.
7. Consultant shall provide resources and means for members of the public to remotely access a district drawing programs (this can consist of free programs available online for redistricting) and allow for member of the public to submit completed district plans for consideration.
8. Consultant shall prepare additional redistricting proposals as requested by City staff. Said proposals must conform to state law and any submittal requirements adopted by the City of Elk Grove. Consultant shall provide pricing for inclusion of additional redistricting plans as requested by staff.



9. Consultant shall provide non-English speaking support for non-English speaker inquiries in Spanish and Chinese, and additional languages coordinated with City staff. There will be no limitation to the number of languages requested by the City. Projected support period will run from January 2022 through to the conclusion of the contract, Monday through Friday 8:00 A.M. to 5:00 P.M.
10. The City shall require GIS files (as directed by the City information technology department) from the Consultant that display the newly defined district boundaries. At least two shall be submitted:
 - a. A layer that is comprised of block groups, blocks, and tracts that are coded in the attribute table for the district numbers that are assigned.
 - b. A layer that is a dissolved format displaying one polygon for each of the districts. The polygons must have valid geometry and be contiguous, no overlaps, and not contain holes or gaps.
11. Consultant shall work in conjunction with the City Clerk and the representatives of Sacramento County Voter Registration and Elections Office to maximize alignment of County voting precincts with City districts to minimize voter confusion and to maximize the ease of conducting elections.
12. Consultant shall provide overall staff support to City's redistricting effort necessary to meet project goals and objectives.
13. Consultant shall provide expert technical assistance to the City in the event any legal action arises relating to the redistricting process of plans developed with Consultant's assistance. Contract shall provide expert testimony and "special services," if necessary, in state and federal court in the area of redistricting.
14. Consultant shall not subcontract any portion of the services or duties to be performed pursuant to the Agreement without the prior written approval of the City.
15. Consultant shall provide a weekly status report of project management oversight. Consultant shall provide a detailed timeline for all requirements of this scope of work, including time to include work under Deliverables, and in compliance with the deadline specified in the Request for Proposals ("RFP"), Consultant shall complete the redistricting process prior to May 13, 2022.

DELIVERABLES:

Consultant's responsibilities shall specifically include, but not be limited to the following:

1. Consultant shall provide a Council Meeting Schedule workplan, and assist in the preparation of staff reports, including timely production of reports of data and map analysis to staff to meet agenda publishing deadlines.



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2. Consultant shall provide a Community Outreach workplan on methods to advertise and conduct outreach to the community, ensuring diverse community groups are included.
 3. Consultant shall provide a Community Workshop Meeting Schedule and workplan for informing the community about process requirements for creating district plans, opportunities to submit maps and/or meet to provide input on factors to consider when drawing maps, and support for public outreach meetings.
 4. Consultant shall provide content for an informational webpage on redistricting for the City of Elk Grove.
 5. Consultant shall provide options for a web portal for remote participants to submit and view map proposals.
 6. Consultant shall provide Shapefiles of the final selected district configuration to the City's GIS Department.
 7. Consultant shall provide full demographic analysis for each district and legal descriptions (metes and bounds) of the final selected four district configuration boundaries of the City of Elk Grove.



EXHIBIT B

Schedule of Performance

Consultant shall complete the redistricting process as follows:

TIME SCHEDULE

Date	Action
January 2022	Initial outreach of timeline and analysis of demographic changes of 2010 to 2020 Census data for the four council districts
February 2022	Community outreach and identification of Communities of Interest
March 2022	Analysis of Submitted Maps for consideration
March-April 2022	Final selection of a four-district map based on 2020 Census data
April – May 2022	Assistance with transmittal of final map to the Sacramento County Voter Registration and Elections Office.



EXHIBIT C
Compensation and Method of Payment

Total compensation under this Contract shall not exceed \$50,000. Consultant may bill for one quarter (¼) of the total Contract amount as milestones are completed each month, or may bill for the full amount at the conclusion of the contract upon successful completion of the contract deliverables within the timeline described

Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Consultant each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.



EXHIBIT D

Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Consultant shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits, and fulfillment of self-insured retentions.

1. General Liability:
 - a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury, property damage, and personal & advertising injury liability.
 - b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
 - c. Claims-made coverage is not acceptable.
 - d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
 - e. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Consultant.
2. Automobile Liability:
 - a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of automobiles.
 - b. Non-commercial policies are acceptable.
3. Worker's Compensation
 - a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employers Liability coverage. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
 - b. Employer's Liability Coverage shall not be less than One Million Dollars (\$1,000,000).
 - c. If an injury occurs to any employee of the Consultant for which the employee or the employee's dependents, in the event of the employee's death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is



- required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant.
- d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Consultant.
4. **Errors and Omissions; Malpractice; Professional Liability.** Errors and omissions, malpractice, or professional liability insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence or per claim. Both occurrence or claims-made policies are acceptable. Upon termination of this Contract, the same insurance requirements in Section 4 of this Exhibit will apply for a one (1) year period following such termination. A “tail” policy may be purchased as an alternative to satisfy this requirement.
5. **Other Insurance Provisions:** The general liability coverage shall contain the following provisions and endorsements:
- a. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles leased, hired, or borrowed by the Consultant on a separate endorsement acceptable to the City.
- b. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
- c. Provision or endorsement stating that for any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of the Consultant’s insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
7. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
8. The Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.



9. The City, due to unforeseen risk or exhaustion, failure, or dilution of Consultant's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
10. The Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
11. If the Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.
12. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.
13. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
14. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
15. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.



EXHIBIT E

Certificate of Compliance With Labor Code § 3700, Release and Indemnification

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract.
2. Should Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant's successors, heirs and assigns.

CONSULTANT

By: _____

Date: _____

Name: _____

Title: _____