



LOS ANGELES COUNTY **REDISTRICTING 2021**

COUNTY OF LOS ANGELES CITIZENS REDISTRICTING COMMISSION (LA County CRC)

**Request for Proposal (RFP) for
Demographic and Mapping Consulting Services for Redistricting**

Draft March 5, 2021 Revised (version 8)

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I – BACKGROUND

I.A – INTRODUCTION

The County of Los Angeles Citizens Redistricting Commission (LA County CRC) is charged with drawing the lines for Los Angeles County supervisorial districts (SDs) after the Federal decennial census, and in compliance with:

- U.S. Constitution
- Federal Voting Rights Act (VRA) of 1965¹
- California Election Code²

Additional information about the LA County CRC is available at: <https://redistricting.lacounty.gov/>, which also contains links to the mentioned legal and other related documents under “Want to Know More?”.

The LA County CRC issues this Request for Proposal (RFP) to retain Demographic and Mapping Consulting Services – from either an individual consultant or consulting firm (Proposer). The Proposer will serve as the lead demographer to draw redistricting maps for the LA County CRC in accordance with Commissioners’ instructions.

The Proposer, in partnership with the LA County CRC’s Independent Legal Counsel and Executive Director, will play a crucial role in the LA County CRC’s work to establish five single-member SDs for Los Angeles County pursuant to a process that incorporates significant public input.

I.B – KEY ENTITIES REFERENCED IN THIS RFP

Several entities are referenced in this RFP and represent entities that the Proposer will be interfacing with:

LA County CRC

- The LA County CRC consists of 14 Commissioners; two of them serve as Co-Chairs.
- The LA County CRC has set up advisory ad hoc working groups. The Proposer will work directly with the Ad Hoc Working Group – Demography and periodically with the Ad Hoc Working Groups on outreach, education, and legislation.
- The LA County CRC’s Independent Legal Counsel is Holly O. Whatley, Esq., Colantuono, Highsmith & Whatley, PC

¹ Voting Rights Act of 1965, 52 U.S.C. Sec. 10101 et seq.

² California Election Code Section 21534(c)(2)





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- The LA County CRC's Executive Director is Gayla Kraetsch Hartsough, President of KH Consulting Group (KH). KH's assigned GIS and technical expert is Thai Le.

Los Angeles County Departments Referenced

- Los Angeles County Internal Services Department (ISD) – the lead in developing and importing the data sets into the mapping software tool
 - ESRI – the vendor in negotiations to be selected by ISD to provide the mapping software tool (Note: ESRI provided the software for prior redistricting efforts in Los Angeles County.)
 - ESRI firm information: <https://www.esri.com/en-us/arcgis/products/esri-redistricting/overview>
 - ESRI tutorial: <https://learn.arcgis.com/en/projects/redraw-political-boundaries-with-public-participation/>
 - County demography consultant – a separate demographer to be retained to support ISD
- Los Angeles County Public Works
- Los Angeles County Department of Regional Planning
- Registrar-Recorder/County Clerk (RR/CC) – Los Angeles County elections official
- County Counsel
- County Program Manager – Lorayne Lingat in the Executive Office (EO)

The Public

- Individual residents
- Community based organizations (CBOs) and Faith based organizations (FBOs)
- Cities, unincorporated areas, governmental agencies, and educational systems
- Communities of Interest (COIs)
- Others





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II – STATEMENT OF WORK (SOW)

II.A – OVERVIEW

The Proposer will provide oversight, guidance, documentation, and staffing (including technical resources or subcontractors) from June 1, 2021, through December 31, 2021, to support the LA County CRC's establishments of SDs that meet the following law requirements by December 15, 2021:

1. Districts shall comply with the U.S. Constitution and each district shall have a reasonably equal population with other districts for the board, except where deviation is required to comply with the VRA or allowable by law.
2. Districts shall comply with the VRA.
3. Districts shall be geographically contiguous requiring knowledge of Los Angeles County cities and unincorporated areas.
4. The geographic integrity of any city, local neighborhood, or local community of interest shall be respected in a manner that minimizes its division to the extent possible without violating the requirements of paragraphs (1) to (3), inclusive.

(A community of interest is a contiguous population that shares common social and economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest shall not include relationships with political parties, incumbents, or political candidates.)

5. Districts shall be drawn to encourage geographical compactness such that nearby areas of population are not bypassed for more distant areas of population.

II.A – TASKS

The Proposer should describe the approach for performing the following work. If bidders do not feel they can perform all of the tasks, please identify the subset of tasks for which the Proposer's is bidding. The LA County CRC reserves the right to retain one or two Demographic and Mapping Consultants if necessary to have the tasks performed.

The selected Demographic and Mapping Consultants will work directly with the LA County CRC's Ad Hoc Working Group – Demography, which is advisory. Decisions are made by the full LA County CRC.





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Task 1 – Redistricting Mapping Planning – June 2021

- In conjunction with LA County CRC Commissioners and staff, plan the mapping process to implement all requirements, including:
 - Procedures and schedule for how the LA County CRC plans to study SD boundaries, population data from the 2020 Census, and other data sets sources
 - Preparation of maps meeting applicable legal requirements, including review for compliance with the VRA, incorporation of public input and consideration of public feedback
 - Key milestones, including proposed and final maps for the LA CRC to review and vote on, and determine final district boundaries
- Update timeline based on U.S. Census and Los Angeles County updates, including any other deadlines or extensions of extended deadlines
- Coordinate with ISD and other County departments in creating and setting up redistricting data sets
- Upon LA County CRC’s direction, review additional data sets (e.g., socio-economic data to help identify communities of interest) and share analysis with LA County CRC about data sets’ utilization for mapping process
- Work with LA County CRC’s Executive Director and staff
- Work with the LA County CRC’s Independent Legal Counsel, including any counsel specializing in the VRA compliance analysis
- Coordinate with ISD regarding the data sets and mapping software being developed for use by LA County CRC and members of the public
- Prepare information about the redistricting mapping software, training, and related information for the public to access via the LA County CRC website

Task 2 – Public Involvement in Redistricting Mapping – Summer and Fall 2021

- Draft materials and presentations about the mapping process
- Prepare materials pertaining to redistricting mapping (e.g., mapping information, training links, and materials) to be made available on the LA County CRC website
- Train Commissioners, staff, and others involved in the redistricting mapping process, including coordinating training on the ESRI mapping software tool





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- In accordance with Brown Act requirements, work with the Commissioners and the public to collect data and build maps; coordinate public outreach with LA County CRC's Ad Hoc Working Group – Outreach
 - Answer inquiries from the public about the mapping process
- Coordinate resolution of technical issues with ISD and ESRI

Task 3 – Review Public-Submitted Maps – Fall 2021

- Develop an approach for organizing the public-submitted maps (e.g., clustered around themes or patterns of submitted suggestions) for efficient LA County CRC review and public input; review proposed approach for input with the Ad Hoc Working Group – Demographics
- Track, review, and analyze submitted maps from the public and share analysis with LA County CRC in an efficient manner
- Assist with VRA analysis, including input to the Commissioners regarding compliance of proposals under consideration

Task 4 – Prepare Line Drawings of LA County CRC Redistricting Map Options and Final Official Report with Redistricting Maps – Fall 2021 through December 2021

- Explain the differences between the public-submitted maps and the LA CRC's proposed and final maps
- Construct a map or multiple maps of the LA County CRC's proposals for SDs, based on LA County CRC direction
- After the LA County CRC draws its recommended draft redistricting map(s):
 - Post the map and related information for public comment on the redistricting website
 - Assist with preparation, attend, and be available for questions at the LA County CRC public hearings to take place over a period of no fewer than 30 days
 - Refine the LA County CRC's proposed SDs based on LA County CRC direction
 - Provide the LA County CRC's final redistricting map plan for posting for 7 days





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- Once approved by the Commissioners, submit final Los Angeles County Redistricting Map Plan to RR/CC and County Counsel on behalf of the LA County CRC by December 15, 2021
 - Finalize and file the map, associated data sets/files, and plan by the legislative deadline
 - Draft and make requested LA County CRC revisions to the Official Report that explains the basis for the mapping decisions to achieve compliance with redistricting legal criteria

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III – TIMELINE

The Proposer should provide a GANTT chart or similar visual depiction to show the timeline to analyze public maps, hold public hearings, and develop the LA County CRC redistricting map and Official Report within a tight timeline. (Note: U.S. Census 2020 data may not be available until September 30, 2021.) Key target dates include:

Deliverables and Milestones for Demographic and Mapping Consultant	Related Tasks	Target Dates
1. Obtain or review foundational data and map overlays developed by ISD; help identify and obtain any additional data sets to be added to the LA County/ESRI mapping software	1	Jun 2021 on
2. Review input from the LA County CRC initial public hearings held in May-June 2021	1	Jul 2021
3. Establish a schedule and implement training for the LA County CRC and the public on using mapping software; coordinate the outreach regarding training opportunities with the LA County CRC's Executive Director and Ad Hoc Working Group – Outreach	1	Jun-Sep 2021
4. Ensure proper uploading of Census 2020 with ISD	1, 2, 3, 4	Sep 30, 2021 on
5. Prepare guidelines on the CRC website for submitted maps for posting on LA County CRC website (e.g., the map must establish 5 and only 5 districts)	2, 3	Aug 2021
6. Solicit input – draft maps and redistricting suggestions – ideas from the broader community; make them available on the LA County CRC website	2, 3	Oct 2021
7. Review identified maps with the full LA County CRC	3, 4	Oct 2021
8. Post public hearing dates so the public has at least 7 days notification	3	Oct 19, 2021
9. Work with the full LA County CRC to develop its proposed map(s) ³ (Note: The LA County CRC will likely need to schedule additional meetings to meet this deadline.)	4	Oct 25, 2021

³ Note: The Commission is able to adopt the final map at a meeting even if two (or more) maps are proposed for consideration. So long as the map adopted by the Commission is posted publicly at least 7 days before it was adopted, the Commission can adopt it no matter how many other maps may also have been posted at the same time. The public must have ample notice of the maps that might actually be adopted.





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Deliverables and Milestones for Demographic and Mapping Consultant	Related Tasks	Target Dates
10. Receipt of State of California's adjustments to Census 2020 for the state prison population to their resident addresses		Oct 30, 2021
11. Support the LA County CRC during <u>at least 2</u> public hearings on the LA County CRC's proposed map(s) over a period of no fewer than 30 days	3, 4	1 st Public Hearing: Oct 26, 2021 2 nd Public Hearing: Nov 28, 2021
12. Finalize maps according to LA County CRC direction, based on the public hearings' feedback	4	Dec 3, 2021
13. Post the recommended LA County CRC redistricting map(s) for 7 days	4	Dec 4-10, 2021
14. Post the CRC redistricting map(s) and draft Official Report as a CRC Agenda item for its meeting to approve the map and Official Report	4	Dec 4-10, 2021
15. Coordinate with LA County the production of the approved LA County CRC redistricting map	4	Dec 10-15, 2021
16. Adopt final LA County CRC redistricting map and Official Report that explains the basis for its decision and compliance with the constitutional and statutory requirements; review as a draft with the LA County CRC for approval before issuance ⁴	4	Dec 15, 2021
17. Following the LA County CRC adoption, deliver the CRC redistricting map and Official Report to the RR/CC and County Counsel	4	Dec 15, 2021

⁴ Section 21535 states: "The Commission shall issue, with the final map, a report that explains the basis on which the commission made its decisions in achieving compliance with the criteria ...".





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IV – EXPERTISE AND PRIOR EXPERIENCE

The Proposer should demonstrate a full understanding of all legal mandates and requirements to be met by LA County CRC to meet its redistricting mapping goals and objectives. The Proposer should present information regarding proposed consultants, staff, and technical support to be provided to the LA County CRC.

IV.A – BIOGRAPHIES AND PROJECT DESCRIPTIONS

The Proposer should provide:

- A firm overview
- Descriptions of 1 to 3 of redistricting or similar projects performed
- If more than one consultant is proposed, its team structure, including the assigned Project Director, technical staff, subcontractors, etc.
- Biographies of the proposed team member(s)

The Proposer and team members should possess experiences that:

- Ensures compliance with all relevant California and Federal laws and legal mandates and requirements regarding redistricting to be met by LA County CRC (e.g., VRA and other voting rights analyses, including racially polarized voting analysis)
- Ability to be impartial
- Ability to work on redistricting initiatives involving diverse demographics and geography, particularly in working with community members, CBOs, FBOs, COIs, diverse communities, counties with diverse cities and unincorporated areas, etc.

IV.B – TECHNICAL EXPERTISE

Please outline expertise with:

- Mapping software, including redistricting mapping software in general and ESRI mapping software specifically
- Demonstrated analytical skills to perform the redistricting mapping tasks, including building or coordination of importation of additional data sets

Please provide an example of a prior mapping project.





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IV.C – California Elections Code Ethics REQUIREMENT⁵

The LA County CRC may not retain any consultants to advise the Commission or Commissioners regarding redistricting if, within the last 10 years, they or any of their immediate family members have:

- Been appointed to, elected to, or have been a candidate for office at the local, California, or Federal level representing the County of Los Angeles, including as a member of the board
- Served as an employee of, or paid consultant for, an elected representative at the local, California, or Federal level representing the County of Los Angeles
- Served as an employee of, or paid consultant for, a candidate for office at the local, California, or Federal level representing the County of Los Angeles
- Served as an officer, employee, or paid consultant of a political party or as an appointed member of a political party central committee
- Been a registered California or local lobbyist

The above requirement also applies to any team members or subcontractors that the Proposer proposes.

IV.D – COUNTY OF LOS ANGELES CERTIFICATION

Please indicate if your firm is certified in Los Angeles County as a Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), Community Based Enterprise (CBE), or Social Enterprise.

IV.E – REFERENCES

Consultant should submit at least 3 references who can attest to similar work performed. Reference information should include:

- Contact name, title
- Organization affiliation
- Email and phone number
- Brief description of work performed

⁵ California Elections Code Sections 21533(d) & 21532(d)(4)





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V – PROJECT COST

V.A – COST SCHEDULE

The Proposer should prepare a cost estimate that delineates the tasks, associated hours by task, and overall project cost for a maximum, not to exceed, contract amount that is consistent with the Statement of Work/Deliverables, outlined in this RFP.

TO BE DETERMINED – WHETHER TO INCLUDE THE BUDGET. THE CONSULTANT COULD INDICATE WHAT SERVICES CAN BE PROVIDED FOR THAT DOLLAR AMOUNT AND WHAT MIGHT BE OPTIONS TO BE CONSIDERED BEYOND THE BUDGETED AMOUNT

The Proposer shall bear any cost incurred to complete this project in excess of the maximum not-to-exceed costs.

V.B – HOURLY RATES

The Proposer's services provided will be billed based on the hourly rates proposed. Please provide the following information:

Consultant Title/Skill Category	Hourly Rate

Hourly rates should include routine overhead and other ordinary expenses, including but not limited to clerical/technical office support, office supplies/materials/equipment, mileage, parking, charges, fees, and other normal and reasonable expenses necessary to complete the services described in this RFP.

Los Angeles County is providing the ESRI redistricting mapping software. The Proposer should:

- Provide all of its own equipment such as, but not limited to, computing and telephonic equipment
- Set its own schedule to complete the tasks and deliverables by the assigned deadlines





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The Proposer retains the ability to provide contract services for other entities but shall not engage in any conflict of interest relating to the specific requirements for the LA County CRC redistricting process. The Proposer should not undertake any other contract work that might conflict with the ability to meet the LA County CRC's deadlines.

V.C – LA COUNTY CRC CONTRACT AND INVOICING POLICY

On behalf of the LA County CRC, the contract will be made between the LA County CRC-selected Proposer and KH Consulting Group (KH) and KH's assigned LA County CRC Executive Director, Gayla Kraetsch Hartsough.

The LA County CRC will be named in the KH-Proposer contract as the contract's intended beneficiary.

The Demographic and Mapping Consultant should submit monthly invoices, outlining the work performed, hours, and costs, to KH. The LA County CRC Co-Chairs may review the invoices before payment and may request additional documentation as a condition of payment.

KH will remit payment for the Demographic and Mapping Consultant's invoice once KH receives reimbursement from Los Angeles County.





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VI – PROPOSAL FORMAT AND SUBMISSION TIMELINE

VI.A – FORMAT

Please provide a cover page, with the name and contact information of the individual who can enter into contractual agreement for this project.

Please limit the body of the proposal to 20 pages, single spaced and 12-point font. The proposal body should contain:

- I. Executive Overview (2 pages max)
 - a. Critical Redistricting Mapping Considerations
 - b. Proposers' Unique Capabilities
- II. Objectives and Tasks to be Performed as Per SOW (see RFP Section II)
- III. Timeline (see RFP Section III)
- IV. Proposed Team (see RFP Section IV)
- V. Project Costs and Hourly Rates (see RFP Section V)

The Appendix does not have a page limit and should contain:

- A. Firm Qualifications (see RFP Section IV.A)
- B. Team Biographies or Resumes (see RFP Sections IV.A and IV.B)
- C. References (see RFP Section IV.E)
- D. Compliance with Ethics Requirement (see RFP Section IV.C)

VI.B – SUBMISSION TIMELINE

The proposals are ***due April 28, 2021, at 5:00 pm.***

Submission Steps	Due Dates
Issue RFP/SOW	April 1, 2021
Email interest in bidding on the RFP/SOW to the LA County CRC Executive Director (ghartsough@crc.lacounty.gov)	April 7, 2021, 5:00 pm
Submit questions regarding the RFP to the LA County CRC Executive Director (ghartsough@crc.lacounty.gov)	April 14, 2021, 5:00 pm
Answers to submitted questions to be shared with all who indicated interest in receiving the RFP	April 19, 2021, 5:00 pm





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Submission Steps	Due Dates
Submit proposals	April 28, 2021, 5:00 pm
Oral presentations before the LA County CRC of Demographic and Mapping Consultant finalist(s)	May 12, 2021
Enter into contract with the selected Demographic and Mapping Consultant so that work can begin	June 1, 2021

Proposals may be submitted as PDFs by Email:

- In the subject line, enter “*Proposal on Demography and Mapping Services for LA County CRC*”
- Email to: Gayla Kraetsch Hartsough, Ph.D., LA County CRC Executive Director, at ghartsough@crc.lacounty.gov

VI.C – SELECTION PROCESS AND CRITERIA

RFP Review Process

- Selection process – **to be developed by the Ad Hoc Working Group – Demography**
 - Commissioners prescreen submitted proposals
 - LA County CRCs invite most qualified Proposers for oral interviews with the full Commission
- Selection of the Demography and Mapping Consultant will be an official act of the full Commission

Selection Criteria

The LA County CRC will apply the following criteria and weightings in its review of submitted proposals.

Criteria for Evaluating Proposals	Weightings	See RFP Section for More Details
Ethics Requirements (If the Proposer fails this requirement, the bid cannot be considered.) ⁶	Pass/Fail	Section IV.C
Proposers’ Plans to meet RFP Objectives and Tasks	35%	Section II
Proposers’ Proposed Timeline to Satisfy Redistricting Deadlines Realistically	15%	Section III
Proposers’ Firm and Team Capabilities <ul style="list-style-type: none"> ▪ Demonstrated analytical skills to perform the redistricting mapping tasks with a minimum of x years’ experience 	35%	Section II

⁶ California Elections Code Sections 21533(d) & 21532(d)(4)





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Criteria for Evaluating Proposals	Weightings	See RFP Section for More Details
<ul style="list-style-type: none"> ▪ Expertise in VRA and other voting rights analyses to ensure legal compliance, including racially polarized voting analysis ▪ Expertise in ensuring compliance with relevant California and Federal laws regarding redistricting mapping and plans ▪ Demonstrated an ability to be impartial ▪ Technical expertise ▪ Experience that demonstrates ability to work on redistricting initiatives involving diverse demographics, geography, CBOs, FBOs, communities, cities, unincorporated areas, etc. ▪ Reference reviews 		
Proposers' Project Costs and Hourly Rates	15%	Section V

VI.D – REQUIRED COUNTY CONDITIONS AND FORMS

If selected and as a subcontractor to KH, the Proposer will need to comply with the terms in the Los Angeles County Delegated Authority Agreements (DAAs).

The Attachment outlines the Los Angeles County insurance requirements.

In addition, the selected Proposer will need to complete the following Los Angeles County forms:

- Exhibit C: Contractor's EEO Certification
- Exhibit D: Consultant Employee Acknowledgement and Confidentiality Agreement
- Exhibit G: Consultant Non-Employee Acknowledgement and Confidentiality Agreement

Highlights of other Los Angeles County requirements are:

- Contractor's warranty of adherence to County's child support compliance program
- Contractor's need to indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to the Contractor's work (which is separate from the LA County CRC members' actions, decisions, and recommendations), except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
- Time off for employees to vote





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- Paid time off for jury duty
- Contractor's providing its employees with a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available for printing purposes at: www.babysafela.org

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ATTACHMENT: COUNTY INSURANCE REQUIREMENTS

This section outlines the Los Angeles County insurance requirements. ***Additional certificates naming KH Consulting Group, the prime contractor, as an additional insured will also be required.***

GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to COUNTY

A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY OF LOS ANGELES and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.





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Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Executive Office, Board of Supervisors
ATTN: Lorayne Lingat
500 West Temple Street, Suite 383
Los Angeles, CA 90012

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third-party claim or suit filed against CONTRACTOR or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance





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Contractor shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

CONTRACTOR'S failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR'S, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

8.24.6 Contractor's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.24.8 Subcontractor Insurance Coverage Requirements





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CONTRACTOR shall include all Subcontractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the COUNTY and CONTRACTOR as additional insureds on the Subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage:

CONTRACTOR may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs





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The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 COUNTY Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the





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requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

- 8.25.4 Professional Liability/Errors and Omissions Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.





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- 8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the Performance Requirements Summary (PRS) or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

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