



# LOS ANGELES COUNTY **REDISTRICTING 2021**

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

**Request for Proposal (RFP) for  
Voting Polarization Analysis (VPA)  
Consulting Services for Redistricting**  
**Draft** April 8, 2021 Revised (version 6)





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## I – STATEMENT OF WORK (SOW)

### I.A –LA COUNTY CRC OVERVIEW

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 1965<sup>1</sup>
- California Election Code<sup>2</sup>

The final map must be delivered by December 15, 2021, and comply with the following requirements:

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.

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

<sup>2</sup> California Election Code Section 21534(c)(2)





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## I.B – RFP OBJECTIVES

The LA County CRC issues this Request for Proposal (RFP) to retain Voter Polarization Analysis (VPA) Consulting Services – from either an individual consultant or consulting firm (Proposer). The Proposer will work in partnership with the LA County CRC’s independent legal counsel, Executive Director, and Ad Hoc Working Group – Demography.

## I.C – TASKS

The Proposer should describe the approach for performing the following work. The LA County CRC is issuing a separate RFP for Demographics and Mapping Consulting Services. Bidders are welcomed to respond to both RFPs. Responding to both RFPs might result in efficiencies, which the Proposer can outline.

The selected VPA Consultant will work directly with:

- LA County CRC’s Ad Hoc Working Group – Demography, which is advisory. Decisions are made by the full LA County CRC
- Los Angeles County departments to obtain data needed for the VPA analysis (see Attachment A for involved departments and other involved entities)
- LA County CRC staff as needed

The tasks to be performed entail:

- Analyze Los Angeles County voting results and related data from prior elections
- Analyze whether, where, and when there was racially polarized voting in the County of Los Angeles, including analysis of multi-ethnic potential voting blocs
- Analyze whether and where there is voter cohesion among major communities of interest identified by the Commission
- Present analyses, including assessment of strength and persistence of racially polarized voting, to the LA County CRC

The Proposer should describe methods to be used to conduct these analyses.

The VPA Consultant should also be available in the event that the LA County CRC requests additional services in the Fall 2021 when preparing the final maps to ensure compliance with constitutional requirements and VRA. This work, if requested, would be billed on an hourly basis.





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## I.D – INITIAL ELECTION DATA RESOURCES AVAILABLE

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?”.

Los Angeles County is currently uploading election data for 2011 through the most current election. In addition, election data used for redistricting in 2011 are available at: <https://redistricting2011.lacounty.gov/> and include:

- 2010 General (11/2/2010)
- 2010 Primary (6/8/2010)
- 2008 General (11/4/2008)
- 2008 Primary (6/3/2008)
- 2008 Presidential Primary (2/5/2008)
- 2006 General (11/7/2006)
- 2006 General-Other Statewide
- 2006 Primary (6/6/2006)
- 2006 Primary-Other Statewide
- 2004 General (11/2/2004)
- 2004 Primary (3/2/2004)
- 2002 General (11/5/2002)
- 2002 Primary (3/5/2002)

The retained consultant will make additional data analyzed available to the public by coordinating its posting with CRC staff on the LA County CRC website.

## I.E – TIMELINE

The Proposer should provide a GANTT chart or similar visual depiction to show the timeline for the VPA tasks, to be completed by July 31, 2021.





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## **II – EXPERTISE AND PRIOR EXPERIENCE**

### **II.A – BIOGRAPHIES AND PROJECT DESCRIPTIONS**

The Proposer should provide:

- A firm overview
- Descriptions of 1 to 3 VPA projects performed, focusing on the analytical skills and statistical analyses
- A sample VPA report or article by the consultant if available
- 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

### **II.B – 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





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## **II.C – CALIFORNIA ELECTIONS CODE ETHICS REQUIREMENT<sup>3</sup>**

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 (i.e., a spouse, child, in-laws, parents, or siblings) 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. Please provide assurances that your proposed team meets these requirements.

## **II.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.

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<sup>3</sup> California Elections Code Sections 21533(d) & 21532(d)(4)







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## III – PROJECT COST

### III.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.

The maximum budget is \$30,000 for the work. In the event the Proposer identifies tasks that require additional funding, please present them as options.

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

### III.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.

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.

### **III.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 Proposer's contract with KH as the contract's intended beneficiary.

The VPA 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 VPA Consultant's invoice once KH receives reimbursement from Los Angeles County.





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## IV – PROPOSAL FORMAT AND SUBMISSION TIMELINE

### IV.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 10 pages, single spaced and 12-point font. The proposal body should contain:

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

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

- A. Firm Qualifications and Team Biographies (or Resumes) (see RFP Sections II.A)
- B. References (see RFP Section II.B)
- C. Compliance with Ethics Requirement (see RFP Section II.C)
- D. County of Los Angeles Certification if applicable (see RFP Section II.D)

### IV.B – SUBMISSION TIMELINE

The proposals are ***due May 3, 2021, at 5:00 pm.***

Submission Steps and Milestones	Due Dates
Issue RFP/SOW	April 15, 2021
Email interest in bidding on the RFP/SOW to the LA County CRC Executive Director ( <a href="mailto:ghartsough@crc.lacounty.gov">ghartsough@crc.lacounty.gov</a> )	April 23, 2021, 5:00 pm
Submit questions regarding the RFP to the LA County CRC Executive Director ( <a href="mailto:ghartsough@crc.lacounty.gov">ghartsough@crc.lacounty.gov</a> )	April 23, 2021, 5:00 pm





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Submission Steps and Milestones	Due Dates
Answers to submitted questions to be shared with all who indicated interest in receiving the RFP	April 27, 2021, 5:00 pm
Submit proposals	May 3, 2021, 5:00 pm
Oral presentations by VPA Consultant finalist(s) before the LA County CRC	May 12, 2021
Enter into contract with the selected VPA Consultant so that work can begin	May 17, 2021
VPA tasks completed	July 31, 2021

Proposals may be submitted as PDFs by Email:

- In the subject line, enter “*Proposal on VPA Services for LA County CRC*”
- Email to: Gayla Kraetsch Hartsough, Ph.D., LA County CRC Executive Director, at [ghartsough@crc.lacounty.gov](mailto:ghartsough@crc.lacounty.gov)

## IV.C – SELECTION PROCESS AND CRITERIA

### *RFP Review Process*

The LA County CRC’s Ad Hoc Working Group – Demography will review submitted proposals and recommend the most qualified Proposers to the full Commission. The LA County CRC will invite the most qualified Proposers for oral interviews with the full Commission. Selection of the VPA 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.) <sup>4</sup>	Pass/Fail	Section II.C
Proposers’ Plans to meet RFP VRA/VPA Objectives and Tasks	50%	Section I.B & I.C
Proposers’ Proposed Timeline	10%	Section I.D
Proposers’ Capabilities (i.e., firm, team, or individual consultant)	30%	Section II
Proposers’ Project Costs and Hourly Rates	20%	Section III

<sup>4</sup> California Elections Code Sections 21533(d) & 21532(d)(4)





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## IV.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) in Attachment C.

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
- 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](http://www.babysafela.org)





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## ATTACHMENT A: ADDITIONAL BACKGROUND

### A.1 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
- 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 V. Le, who also serves as the LA County CRC Clerk.

### A.2 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
  - ISD has contracted with ESRI, the vendor 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)

### A.3 THE PUBLIC

- Individual residents
- Community-based organizations (CBOs)
- Faith-based organizations (FBOs)





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- Cities
- Unincorporated areas
- Governmental agencies
- Educational systems
- Communities of Interest (COIs)
- Others

A glossary of terms is available at: <https://redistricting.lacounty.gov/glossary/>





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## ATTACHMENT B: 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





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insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

## 8.24.8 Subcontractor Insurance Coverage Requirements

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





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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

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





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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 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





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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.

- 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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## **ATTACHMENT C: LOS ANGELES COUNTY DELEGATED AUTHORITY AGREEMENTS (DAAS)**





# DELEGATED AUTHORITY AGREEMENT FOR REDISTRICTING CONSULTING SERVICES

BETWEEN

THE COUNTY OF LOS ANGELES  
AND  
KH CONSULTING GROUP

*Note: Selected consultant will be a subcontractor to KH Consulting Group.*

**DELEGATED AUTHORITY AGREEMENT CONTRACT NUMBER: AO-20-026**



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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
KH CONSULTING GROUP  
FOR  
REDISTRICTING CONSULTING SERVICES**

Selected consultant will be a subcontractor to KH Consulting Group.

This CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the County of Los Angeles (hereafter "COUNTY") and KH CONSULTING GROUP (hereafter referred to as "CONTRACTOR" or "CONSULTANT"), to provide COUNTY with consulting services.

**RECITALS**

WHEREAS, CONTRACTOR desires to provide, and COUNTY desires to acquire from CONTRACTOR, services as a consultant.

WHEREAS, CONTRACTOR is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering this services CONTRACTOR shall at a minimum, exercise the ordinary care and skill expected from the average practitioner in CONTRACTOR's profession acting under similar circumstances.

WHEREAS, the Board of Supervisors has authorized the Chief Executive Officer, pursuant to Government Code Sections 23005 and 31000, to enter into contracts for such specialized consulting services.

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G and H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Consultant Employee Acknowledgement and Confidentiality Agreement
- 1.5 EXHIBIT E - Invitation For Bid/Request For Proposals Grounds For Rejection

- 1.6 EXHIBIT F - Safely Surrendered Baby Law
- 1.7 EXHIBIT G - Consultant Non-Employee Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H- California Election Code Requirements

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **“Agreement or Contract”** shall mean a contract executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Exhibit A – Statement of Work.
- 2.2 **“CONTRACTOR” or “CONSULTANT”** shall mean the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Exhibit A - Statement of Work.
- 2.3 **“Day(s)”** shall mean calendar day(s) unless otherwise specified.
- 2.4 **“Fiscal Year”** shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

## 3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein Exhibit A - Statement of Work.
- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

## 4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon the date of execution by COUNTY and shall expire on December 31, 2021, subject to COUNTY's right to terminate earlier for convenience, non-appropriation of funds, default of CONTRACTOR, substandard performance of CONTRACTOR, non-responsibility of CONTRACTOR, improper consideration given/offered to COUNTY with respect to the award of this Contract, and breach of

warranty to maintain compliance with COUNTY's Child Support Compliance Program.

## 5.0 CONTRACT SUM

- 5.1 The Maximum Amount of this Contract shall be \$ [REDACTED] for the term of this Contract as set forth Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by the CONTRACTOR.
- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 5.3 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the CONTRACTOR shall send written notification to the COUNTY Project Manager at the address herein provided in sub paragraph 8.34 – Notices.
- 5.4 No Payment for Services Provided Following Expiration/Termination of Contract

The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

### 5.5 Invoices and Payments

#### **Subcontractor will submit invoices to KH Consulting Group.**

- 5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A – Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR. Payment to CONTRACTOR shall be in arrears and based upon the approval and acceptance of services/deliverables as set forth in Exhibit A – Statement of Work, not to exceed the amounts reflected in Exhibit B – Pricing Schedule, provided that CONTRACTOR is not

- in default under any provision of this Contract and has submitted a complete and accurate statement of payment due. COUNTY acceptance of services/deliverables shall not be unreasonably withheld. CONTRACTOR'S fees shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of the CONTRACTOR.
- 5.5.2 The CONTRACTOR's invoices shall be priced in accordance with Exhibit B – Pricing Schedule.
- 5.5.3 The CONTRACTOR's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the COUNTY Project Manager.
- 5.5.6 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY Project Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.7 Local Small Business Enterprises (SBEs) – Prompt Payment Program. Certified Local SBEs will receive prompt payment for services they provide to COUNTY departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.
- 5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer  
**KH will pay subcontractor one payment is received from the County.**
- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

**COUNTY Project Manager** – The COUNTY Project Manager shall be responsible for monitoring and evaluating CONTRACTOR’s performance in the daily operation of the Contract and provide direction to CONTRACTOR in the areas relating to policy, procedures and other matters within the purview of this Contract. The COUNTY Project Manager for this Contract shall be **Lorayne Lingat**, or her designee. All work performed under this Contract shall be subject to the approval of the COUNTY Project Manager or designee.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR Project Manager**

7.1.1 The CONTRACTOR Project Manager shall be responsible for the CONTRACTOR’s day-to-day activities as related to this Contract and shall coordinate with COUNTY Project Manager on a regular basis. The CONTRACTOR Project Manager for this Contract shall be **Gayla Kraetsch Hartsough**.

7.1.2 The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR Project Manager.

### **7.2 Approval of CONTRACTOR’s Staff**

CONSULTANT shall provide qualified personnel to perform work and provide “work products” (deliverables) as indicated in the Agreement. COUNTY has the absolute right to approve or disapprove all of the CONTRACTOR’s staff performing work hereunder and any proposed changes in the CONTRACTOR’s staff, including, but not limited to, the CONTRACTOR Project Manager.

### **7.3 Background and Security Investigations**



- 7.3.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR's staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 7.3.2 COUNTY may request that the CONTRACTOR's staff be immediately removed from working on the County Contract at any time during the term of this Contract. COUNTY will not provide to the CONTRACTOR nor to the CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 7.3.3 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to the CONTRACTOR's staff that do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access.
- 7.3.4 Disqualification, if any, of the CONTRACTOR's staff, pursuant to this sub-paragraph 7.3, shall not relieve the CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 Any amendment to this Contract, including as set forth in Paragraph 4.0 - Term of Contract, shall be at the mutual consent of the COUNTY and the CONTRACTOR and shall be executed by the Chief Executive Officer, Auditor-Controller, and Executive Officer of the Board of Supervisors, and approved as to form by County Counsel.
- 8.1.2 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the COUNTY Project Manager and CONTRACTOR Project Manager.
- 8.1.3 For any change affecting CONTRACTOR's project personnel, CONTRACTOR shall submit written notification and request to effect the change to the COUNTY Project Manager; the COUNTY Project Manager or designee may accept or reject CONTRACTOR's written notification and request.

## **8.2 ASSIGNMENTS AND DELEGATION**

- 8.2.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, which is in its sole discretion to grant or not. Any attempted assignment or delegation without such written consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 8.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring an Amendment in accordance with all applicable provisions of this Contract, including the need for an Amendment.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

## **8.3 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

## **8.4 BUDGET REDUCTIONS**

COUNTY retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

## **8.5 COMPLIANCE WITH APPLICABLE LAW**

8.5.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.5.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

## **8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit C - Contractor's EEO Certification.

## **8.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

8.7.1 Jury Service Program:

This Contract is subject to the provisions of the COUNTY'S ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.7.2 Written Employee Jury Service Policy

8.7.2.1 Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

8.7.2.2 For purposes of this sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

8.7.2.3 If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the

CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

8.7.2.4 CONTRACTOR's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **8.8 CONFLICT OF INTEREST**

8.8.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

8.8.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract, including, but not limited to, California Elections Code section 21532. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.8.3 These terms shall also apply to all employees of the CONTRACTOR, Subcontractors of the CONTRACTOR, and all employees of Subcontractors of the CONTRACTOR.

**8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

**8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

8.10.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR. CONTRACTORS shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.10.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

**8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

8.11.1 Responsible CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

8.11.2 Chapter 2.202 of the County Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR

from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

#### 8.11.3 Non-responsible CONTRACTOR

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

#### 8.11.4 Contractor Hearing Board

8.11.4.1 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.11.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.11.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed

decision and recommendation of the Contractor Hearing Board.

8.11.4.4 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

8.11.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.11.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.4.7 Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.



**8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.13.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.13.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.14 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is

now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Agreement.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against

the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 FACSIMILE REPRESENTATIONS**

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Fair Labor Standards Act and all applicable local, State, and Federal wage and labor laws and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

#### **8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events"). For the avoidance of doubt, force majeure events shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, (c) a party's financial inability to perform its obligations hereunder, or (d) the novel coronavirus COVID-19 pandemic.

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall

not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 8.22.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.22.4 The CONTRACTOR shall adhere to the provisions stated in subparagraph 8.35 - Confidentiality.

### **8.23 INDEMNIFICATION**

The CONTRACTOR shall 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 this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

### **8.24 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 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.

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

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

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

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 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.
- 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.

## **8.27 APPROVAL OF WORK**

All tasks, "work products" (deliverables), services or other work performed by CONTRACTOR are subject to the written approval of the COUNTY Project Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by COUNTY.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit C- Contractor's EEO Certification.

8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the COUNTY.
- 8.28.7 If the COUNTY finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict the COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **8.31 NOTICE OF DISPUTES**

The CONTRACTOR shall bring to the attention of the COUNTY Project Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Project Manager is not able to resolve the dispute, the Department Head, or designee shall resolve it.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, 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 set forth in Exhibit F of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.34 NOTICES**

8.34.1 Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to COUNTY shall be addressed to:

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

The notices and envelopes containing same to CONTRACTOR shall be addressed to:

KH Consulting Group  
1901 Avenue of the Stars, Suite 200  
Los Angeles CA 90067

8.34.2. In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

**8.35 CONFIDENTIALITY AND SECURITY**

8.35.1 CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billing, COUNTY records, case records and patient records, materials, documents, data, and/or other information received, obtained, transmitted, and/or produced under the provisions of this Contract ("COUNTY's Confidential Information") in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality, including without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information. CONTRACTOR shall not disclose to any person or entity any information identifying, characterizing, or relating to any trait, feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in COUNTY'S computer system(s) nor any safeguard, counter-measure, contingency plan, policy, or procedure for any data or system security contemplated or implemented by COUNTY, without COUNTY'S prior written approval. The CONTRACTOR shall comply with applicable security policies, procedures and requirements as set forth in this Contract. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached Consultant Employee Acknowledgment and Confidentiality Agreement (Exhibit D). Further, CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the Consultant Non-Employee Acknowledgment and Confidentiality Agreement (Exhibit G). These Confidentiality Agreements shall be filed in CONTRACTOR's personnel records for the employees and agents and CONTRACTOR shall provide a copy to COUNTY upon request.

8.35.2 **Information Security Requirements**

- a) **Data Encryption.** CONTRACTOR and any approved Subcontractors that electronically transmit or store personal information ("PI"), protected health information ("PHI") and/or medical information ("MI") shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).
  - (i) **Stored Data.** CONTRACTOR's and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute

- of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.
- (ii) Transmitted Data. All transmitted (e.g. network) COUNTY PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.
  - (iii) Certification. COUNTY must receive within ten (10) business days of its request, a certification from CONTRACTOR (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, CONTRACTOR shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the CONTRACTOR to comply with any of the provisions of this Subparagraph 8.35.2 (Data Encryption) shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- b. **Security Incident.** A "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system, as such term is defined in 45 C.F.R. § 164.304.
- (i) CONTRACTOR will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated COUNTY security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
  - (ii) The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts,

including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

- (iii) CONTRACTOR will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the COUNTY security representative on or before the first (1st) week of each calendar month. COUNTY or its third-party designee may, but is not obligated, perform audits and security tests of CONTRACTOR's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of PI and County Confidential Information.
- (iv) COUNTY reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which CONTRACTOR has undertaken on its behalf to assess CONTRACTOR's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the COUNTY security contact.

### **8.35.3 Return of Confidential Information**

On COUNTY's written request or upon expiration or termination of this Contract for any reason, CONTRACTOR will promptly: (a) return or destroy, at COUNTY's option, all originals and copies of all documents and materials it has received containing COUNTY's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at COUNTY's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by CONTRACTOR or, prepared under its direction, or at its request, from the documents and materials referred to in Sub-paragraph 8.35.1, and provide a notarized written statement to COUNTY certifying that all documents and materials referred to in Subsection 8.35.1 have been delivered to COUNTY or destroyed, as requested by COUNTY.

## **8.36 PUBLIC RECORDS ACT**



- 8.36.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as any documents which were required to be submitted in response to a Request for Proposals (RFP) if used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 PUBLICITY**

- 8.37.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
- The CONTRACTOR shall develop all publicity material in a professional manner; and
  - During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Project Manager. The COUNTY shall not unreasonably withhold written consent.
- 8.37.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability

for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

### **8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 SUBCONTRACTING**

8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance written approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without first obtaining prior written approval and the prior consent of the COUNTY may be deemed a material breach of this Contract.

8.40.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly to the COUNTY:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the COUNTY.

8.40.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.

8.40.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

8.40.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

8.40.6 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising

through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

8.40.7 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 set forth in this Contract.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to sub-paragraph 8.44 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

**8.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 8.14 Contractor's Warranty of Compliance with COUNTY's Defaulted Property Tax Reduction Program, shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

**8.43 TERMINATION FOR CONVENIENCE**

8.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.43.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.43.3 After receipt of the Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

8.43.4 Subject to the provisions of the subparagraphs 8.43.1 and 8.43.2, above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

8.43.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

#### **8.44 TERMINATION FOR DEFAULT**

8.44.1 The COUNTY may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Project Manager:

- CONTRACTOR has materially breached this Contract; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may

authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 8.44.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in sub-paragraph 8.44.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.44.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this paragraph 8.44, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 8.44.4 If, after the COUNTY has given notice of termination under the provisions of this paragraph 8.44, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this paragraph 8.44, or that the default was excusable under the provisions of sub-paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 8.43 - Termination for Convenience.
- 8.44.5 The rights and remedies of the COUNTY provided in this paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.45 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.45.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the Contractor.
- 8.45.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.46 TERMINATION FOR INSOLVENCY**

- 8.46.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for the CONTRACTOR; or
  - The execution by the CONTRACTOR of a general assignment for the benefit of creditors.
- 8.46.2 The rights and remedies of the COUNTY provided in this paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

#### **8.49 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.50 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.51 WARRANTY AGAINST CONTINGENT FEES**

8.51.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.51.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full



amount of such commission, percentage, brokerage, or contingent fee.

#### **8.52 COUNTY LOBBYISTS**

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any COUNTY lobbyist retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract. CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts which do or could create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

#### **8.53 PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPs**

CONTRACTOR understands and agrees that neither CONTRACTOR nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals (RFPs) developed or prepared by or with the assistance of CONTRACTOR's services rendered pursuant to this Agreement, whether as a prime contractor or subconsultant, or as a contractor to any other prime contractor or subconsultant. Any such involvement by CONTRACTOR shall result in the rejection by COUNTY of the bid or proposal by the prime contractor in question.

#### **8.54 PROPRIETARY RIGHTS**

All materials, data and other information of any kind obtained from COUNTY personnel, and all materials, data, reports and other information of any kind developed by CONTRACTOR under this Agreement are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph shall survive the expiration or other termination of this Agreement.

#### **8.55 LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES**

CONSULTANT shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who

perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

**8.56 COUNTERPARTS**

This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

**8.57 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

**8.58 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**8.59 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

CONTRACTOR shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. CONTRACTOR's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract.

**8.60 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

The CONTRACTOR acknowledges that the COUNTY takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The CONTRACTOR further acknowledges that the COUNTY strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The CONTRACTOR, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the CONTRACTOR, its employees or its subcontractors to uphold the COUNTY's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the CONTRACTOR to termination of contractual agreements as well as civil liability.

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IN WITNESS THEREOF, COUNTY has caused this Contract to be executed by the Chief Executive Officer. CONTRACTOR has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
FESIA A. DAVENPORT  
Acting Chief Executive Officer

Date \_\_\_\_\_

By \_\_\_\_\_  
CELIA ZAVALA  
Executive Officer  
Board of Supervisors

By \_\_\_\_\_  
ARLENE BARRERA  
Auditor-Controller

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
Acting County Counsel

By  \_\_\_\_\_  
Deputy County Counsel

CONTRACTOR

By \_\_\_\_\_  
KH Consulting Group

Selected consultant will be a subcontractor to KH Consulting Group (KH).

Statement of Work in the subcontractors' RFP will be inserted here.

## **STATEMENT OF WORK**

### **I. Background**

The CONTRACTOR will provide a lead consultant to serve in the capacity of an Executive Director (ED Consultant) to directly support the Los Angeles Independent Citizens Redistricting Commission (CRC) and its charge to meet the redistricting charge as specified under California Senate Bill 958 and Assembly Bill 1276, California Election Code (included in SOW Attachment) and the Voting Rights Act of 1965. More specifically, the ED Consultant, in partnership with an Independent Legal Counsel, will guide the CRC in establishing 5 single-member supervisorial districts for Los Angeles County pursuant to a mapping process, as set within the referenced laws, guidelines and codes. The Independent Legal Counsel will be engaged separately by Los Angeles County. The ED Consultant will also provide staff or engage subcontractors to provide administrative and technical support to the CRC to assist in meeting their redistricting charge.

### **II. Scope of Work:**

#### ***A. Redistricting Guidelines***

The ED Consultant will provide oversight, guidance, and needed supportive staffing and technical resources from November 2020 through December 2021, to support the CRC goals to meet the following redistricting guideline requirements in producing a final map and redistricting report by December 15, 2021, in the following order of priority:

- A. Districts shall comply with the United States 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 federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et seq.) or allowable by law.
- B. Districts shall comply with the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et seq.).
- C. Districts shall be geographically contiguous requiring knowledge of Los Angeles County cities and unincorporated areas.
- D. 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.)

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

In addition, the ED Consultant will provide oversight, guidance, and needed supportive staffing and technical resources from November 2020 through December 2021, to support the CRC in producing a final map that does not take into consideration the residency of any incumbent or political candidate, and that is not drawn for purposes of favoring or discriminating against an incumbent, political candidate, or political party.

### ***B. Preparatory Work for the Redistricting Charge***

The ED Consultant shall engage in preparatory activities, including but not limited to:

1. Assist in the final Commission selections by the CRC to realize a 14-member Commission by December 31, 2020, where needed.
2. Fully understand all legal mandates and requirements to be met by CRC to meet its goals and objectives, and determine what specific staff and technical supports to be provided to the CRC.
3. Develop and execute an orientation and training plan for the CRC to meet their legal redistricting mandates:
  - o In conjunction with the designated Independent Legal Counsel: Legal mandates of redistricting and compliance with the Ralph M. Brown Act to conduct public meetings and hearings (using standard Robert's Rules of Order) related to redistricting;
  - o Provide the CRC with any relevant districting materials such as <https://redistricting.lacounty.gov/wp-content/uploads/2011/04/BRC-BOOK.pdf>;
  - o Understand the types of data available and how this data can be used to carry out redistricting;
  - o In conjunction with the County Internal Services (ISD): Use of the County procured ESRI redistricting database software to create legally valid district maps; and
  - o With assistance of the County Project Manager: policies, programs, and structure of Los Angeles County services and departments and how they function under district boundaries.
4. Coordinating with the County Project Manager the initial CRC meeting of all Commissioners.
5. At the initial CRC meeting or shortly thereafter, establish a schedule of ongoing CRC meetings to meet all redistricting goals and objectives.
6. Ensure all CRC support staff used or subcontracted meet the same minimum requirements as Commissioners, as specified in SB 958 and Elections Code Sections 21532(d)(4) and 21533(d).
7. Coordinating with the County, assisting and supporting the CRC's compliance with the Ralph M. Brown Act (California Government Code sections 54950 et seq.), and public hearing requirements as set forth in California Elections Code section 21534.

### ***C. Develop a Workplan and Timeline for the Redistricting Goal:***

The ED Consultant will work with the CRC and, in consultation with an Independent Legal Counsel, to establish a comprehensive workplan of deliverables and timeline of activities with target dates to meet the delivery of a final redistricting report no later than December 15, 2021, including but not limited to:

1. Before the Commission draws a map:
  - a. Determine a mission statement, procedure, and schedule for how the CRC plans to study the existing supervisorial district boundaries, population data from the 2020 Census and other sources, and applicable legal requirements; to convene public hearings to receive, review, and analyze proposed redistricting plans submitted by committee members, the public, and other organizations; to adopt a decennial redistricting plan; develop a proposal for how to draft and collaborate on map proposals including key milestones, vote to determine final district boundaries, and incorporate any legal or public feedback.
  - b. In conjunction with the Independent Legal Counsel, establish with and for the CRC, self-regulatory guidelines, including the structure of CRC including roles such as a Chairperson(s), Vice Chairperson(s) or needed Sub-Committees and overall duty descriptions.
  - c. Determine and engage any subconsultants necessary for the CRC's functions such as data and mapping analysis, technical assistance, administrative support, or any other contingency support.
  - d. Establish and make available to the public a calendar of all public meetings or hearings as described in the law including at least seven public hearings, to take place over a period of no fewer than 30 days, with at least one public hearing held in each supervisorial district, including the format.
  - e. Determine how to track, retain, and review input or comments received from the public or local governments.
2. After the Commission draws a draft map:
  - a. Posting the map and related information for public comment on the redistricting website.
  - b. Schedule and conduct at least two public hearings to take place over a period of no fewer than 30 days.
  - c. Determine how to finalize the map, adopt the official redistricting plan, and file the plan with the county elections official by the legislative deadline.
  - d. Creation and execution of the final report that explains the basis on which the CRC made its decisions in achieving compliance with the redistricting legal criteria.
  - e. Assist in the CRC delivering its final report to the Department of Registrar-Recorder and County Counsel no later than December 15, 2021.

#### ***D. Communication and Community Engagement and Outreach Plan***

The ED Consultant will work with the CRC to establish a comprehensive workplan of deliverables and timeline of activities and due dates including but not limited to:

1. Determining how to provide information through media, social media, and public service announcements including if additional subconsultants are needed, to meet the County's diversity and multi-lingual population.
2. Identifying and coordinating with community organizations and other stakeholder entities for dissemination and collaboration of redistricting information, and input and participation of the community for public meetings and hearings.
3. Create a plan for developing and maintaining the content to be posted on the County provided public redistricting website, including making available to the public a calendar of all public meetings.
4. Determine how to provide access related to language, disability, or other needs.

#### ***E. Maintaining the Redistricting Public Website:***

The County will create and host the required Redistricting public website. The ED Consultant will work with the CRC to establish a comprehensive workplan of deliverables and timeline of activities and due dates for maintaining the public website, including but not limited to:

1. Posting information on the redistricting website that explains the redistricting process
2. Posting notice of each public hearing on the website calendar (including updates) and the procedures for testifying during a hearing or submitting written testimony directly to the commission.
3. Providing public access to the redistricting data and mapping application including clear instructions on how to use the information and mapping application in order to submit plans or feedback.

#### ***F. Coordination of Redistricting Supports***

The ED Consultant will establish a comprehensive workplan to ensure proper operation and accountability of the redistricting process including:

1. Identify and prioritize the needs and concerns of the CRC in order to properly allocate the budget and address potential challenges.
2. Develop a plan in conjunction with the Independent Legal Counsel ensure CRC activities are following all legal requirements, redistricting criteria, and operational timelines.
3. Ensure records of the commission relating to redistricting, and all data considered by the commission in drawing a draft map or the final map, are public records.
4. Providing the appropriate redistricting experts as consultants, including the use of subcontracting, in the areas of mapping, demographics, population data analysts and other related areas needed to support the CRC work on redistricting.



5. Ensure that all staff and technical consultants (including those subcontracted) meet the same requirements as Commissioners (as defined under SB 958 and Elections Code Sections 21532(d)(4) and 21533(d)).
6. Oversight of fiscal expenditures including the work of subcontractors.
7. Upon request, provide the County Project Manager, written updates within five business days or as needed, detailing only the progress on all established work plans specified in this agreement, Section III. Deliverables, Tasks, and Project Timelines.

### **III. Responsibilities**

1. CONTRACTOR shall provide all of their own equipment such as, but not limited to, computing and telephonic equipment.
2. CONTRACTOR shall set their own schedule to complete the tasks and deliverables by the assigned deadlines.
3. CONTRACTOR shall not be assigned access to the County computer network, County email account, or County telephonic resources.
4. County shall not provide day-to-day oversight of the ED Consultant.
5. County shall not require exclusivity from the CONTRACTOR. CONTRACTOR retains the ability to provide contract services for other entities outside the County of Los Angeles but shall not engage in any conflict of interest relating to the specific requirements for the redistricting process.
6. While at the workplace, CONTRACTOR employees shall be subject to all applicable public health orders, mandates, statutes, rules, regulations, protocols, policies and procedures required by Federal, state, and local authorities, or by the County. This includes, without limitation, all applicable public health orders, mandates, statutes, rules, regulations, protocols, policies and procedures required by Federal, state, and local officials and authorities, or by the County in response to the novel coronavirus COVID-19 pandemic. CONTRACTOR shall ensure that its employees have the necessary face coverings and personal protection equipment (PPE) to safely perform work duties and prevent the spread of COVID-19.

### **IV. Deliverables, Tasks, and Project Timeline**

The following table shows the schedule for the CONTRACTOR to complete the tasks and deliverables. The dates and deadlines may be adjusted with the written approval of the County Project Manager.

Time line in the RFP supplements this chart.

DELEGATED AUTHORITY AGREEMENT FOR CONSULTING SERVICES  
 DELEGATED AUTHORITY AGREEMENT CONTRACT NUMBER: AO-20-026

Tasks	Deliverables	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Task 1: Participate in final selection of CRC members; orient CRC members</b>		█												
1.1 Participate in selection process of the final 6 CRC members	CRC membership established	█												
1.2 Collaborate with the designated independent legal counsel		█ <i>Ongoing</i>												
1.3 Finalize CRC Charter, including mission/charter, structure, working relationships, values, and rules of conduct	CRC Charter	█												
1.4 Review/educate Commissioners on redistricting requirements, mapping criteria, socio-demographics, Esri mapping tools, Census and American Community Survey (ACS) updates, etc.	Training sessions		█											
1.5 Establish a list of maps and documents to be reviewed	ISD document/ data request list		█											
<b>Task 2: Establish calendar for public hearings</b>			█											
2.1 Establish and make available to the public a calendar of all public hearings scheduled at various times and days of the week to accommodate a variety of work schedules and to reach as large an audience as possible	Calendar of Public Hearings		█											
<b>Task 3: Promote public hearings</b>			█			█								

Tasks	Deliverables	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
3.1 Develop and implement Promotional Plan to encourage county residents to participate in the redistricting public review process	Promotional Plan		■	■										
3.2 Provide information through media, social media, and public service announcements; coordinate with community organizations	Press Releases			■	■	■								
<b>Task 4: Hold 7 public hearings</b>														
4.1 Before CRC draws a map, conduct at least 7 public hearings over no fewer than 30 days with at least 1 public hearing held in each supervisorial district	7 public hearings				■	■								
<b>Task 5: Develop mapping scenarios and assess scenarios against the redistricting criteria</b>									Will need to adjust if Census data unavailable until July 1, 2021					
5.1 Learn Esri mapping tool	CRC training			■	■	■								
5.2 Work with ISD regarding its maintenance and support of the software and database		Ongoing												
5.3 Develop mapping scenarios	Mapping scenarios					■	■	■	■	■				
5.4 Assess mapping scenarios against the criteria	Assessment							■	■	■				
<b>Task 6: Post selected mapping options, promote public hearings, and conduct 2 public hearings</b>													■	

Tasks	Deliverables	Month															
		Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
6.1 Post the draft maps for public comment on the Internet website of the County of Los Angeles.	Website posting of draft maps																
6.2 Conduct at least 2 public hearings to take place over a period of no fewer than 30 days	2 Public Hearings																
<b>Task 7: Adopt Redistricting Plan</b>																	
7.1 Adopt a redistricting plan adjusting the boundaries of the supervisorial districts	Redistricting Plan																Dec 15
Note: The plan will be effective 30 days after it is filed with the County elections official. The plan will be subject to referendum in the same manner as ordinances.																	
7.2 Issue, with the final map, a report that explains the basis on which CRC made its decisions in achieving compliance with the criteria described	Report Outlining Basis of CRC Decisions																
7.3 Prepare memo for Los Angeles County regarding lessons learned to guide 2031 redistricting initiative	Memo regarding 2031 Redistricting Considerations																Dec 31

Tasks	Deliverables	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<p><b>Task 8: Ongoing CRC Support and County Program Manager Updates</b></p> <p>8.1 Hold regular CRC meetings per Brown Act</p> <ul style="list-style-type: none"> <li>▪ Develop Agenda; post meetings</li> <li>▪ Conduct bi-monthly meetings</li> <li>▪ Summarize CRC minutes; post minutes</li> </ul> <p>8.2 Provide updates on tasks and timelines to County Program Manager/Executive Office upon request</p>	<p>CRC meetings            CRC minutes            Updates</p>														
						<i>Ongoing</i>									
						<i>Upon Request</i>									

**PRICING SCHEDULE**

The maximum not-to-exceed cost for this CONTRACT shall be \$ [REDACTED] for services rendered consistent with the Statement of Work/Deliverables (Exhibit A) during the term of this agreement at the direction of the County Project Manager. Payment shall be made in the arrears in a manner and subject to the conditions set forth in Section 6.0 Contract Sum of this CONTRACT. Any cost incurred to complete this project in excess of the maximum not-to-exceed cost shall be borne by the CONTRACTOR.

The CONTRACTOR's services provided shall be billed based on the hourly rates in accordance with the fee schedules below:

**CONTRACTOR STAFF RATE TABLE**

Position	Hourly Rate
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

**SUBCONTRACTOR HOURLY SERVICES RATE TABLE**

Service	Hourly Rate
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

If the CONTRACTOR subcontracts for additions services necessary to meet the requirements of the Statement of Work (Exhibit A) and complete the deliverables,

then the COUNTY will reimburse the CONTRACTOR for the actual costs of approved expenses.

Total costs for Contractor staff, Subcontractor hourly services, and reimbursable expenses shall not exceed the maximum contractor sum.

**EXPENSES:** All of the CONTRACTOR's 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 Exhibit A, Statement of Work, of Agreement, are included in the above contract rates/fees.



**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes  No
  
2. The Contractor periodically conducts a self-analysis or utilization analysis of its work force. Yes  No
  
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes  No
  
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes  No

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Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

**CONSULTANT EMPLOYEE ACKNOWLEDGMENT  
AND CONFIDENTIALITY AGREEMENT**

**General Information**

Your employer, \_\_\_\_\_, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this consultant employee acknowledgment and confidentiality agreement.

**Employer Acknowledgment**

I understand that \_\_\_\_\_ is my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, \_\_\_\_\_, and the County of Los Angeles.

\_\_\_\_\_ (Initial and date)

**Confidentiality Agreement**

As an employee of \_\_\_\_\_, you may be involved with work pertaining to County services, and, if so, you may have access to confidential data pertaining to persons and/or entities represented by the County of Los Angeles. The County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

Please read the attached Agreement and take due time to consider it prior to signing.

**CONSULTANT EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between \_\_\_\_\_ and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e. State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

". . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . ."

I have also been informed by my employer of Labor Code Section 3219 (i.e. provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

". . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . ."

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the County of Los Angeles, Department of Human Resources. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with \_\_\_\_\_ or upon completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this Agreement & Acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Signature \_\_\_\_\_ Dated \_\_\_\_\_

Printed Name \_\_\_\_\_

Position/Title \_\_\_\_\_

**INVITATION FOR BID/REQUEST FOR PROPOSAL  
GROUNDS FOR REJECTION**

*Los Angeles County Code Chapter 2.180.010, Certain Contracts Prohibited*, sets forth, among other things, the following:

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Consultant, or (2) participated in any way in developing the Contract or its service specifications; and
- d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Consultant hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within the scope of Code Section 2.180.010 as outlined above.

\_\_\_\_\_  
Typed Name and Title of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law



*Babies can be safely surrendered to staff at any hospital or fire station in Los Angeles County*

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a business reply envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

**CONSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Consultant Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Consultant referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Consultant Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Consultant referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Consultant referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Consultant for the County. I have read this agreement and have taken due time to consider it prior to signing.



I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Consultant and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Consultant.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Consultant proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Consultant or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Consultant any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Consultant upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## California Election Code Requirements

### Senate Bill No. 958

#### CHAPTER 781

An act to add Chapter 6.3 (commencing with Section 21530) to Division 21 of the Elections Code, relating to elections.

[Approved by Governor September 28, 2016. Filed with  
Secretary of State September 28, 2016.]

#### legislative counsel's digest

SB 958, Lara. County of Los Angeles Citizens Redistricting Commission.

Existing law requires the board of supervisors of each county, following each decennial federal census, and using that census as a basis, to adjust the boundaries of any or all of the supervisorial districts of the county so that the districts are as nearly equal in population as possible and comply with applicable federal law, and specifies the procedures the board of supervisors must follow in adjusting those boundaries. Existing law establishes the Independent Redistricting Commission in the County of San Diego, which is charged with adjusting the supervisorial district boundaries for the county.

This bill would establish the Citizens Redistricting Commission in the County of Los Angeles, which would be charged with adjusting the boundary lines of the districts of the Board of Supervisors of the County of Los Angeles. The commission would consist of 14 members who meet specified qualifications. This bill would require the commission to adjust the boundaries of the supervisorial districts in accordance with specified criteria and adopt a redistricting plan, which would become effective 30 days following its submission to the county elections official. By increasing the duties on local officials, the bill would impose a state-mandated local program.

This bill would make legislative findings and declarations as to the necessity of a special statute for the unique circumstances facing the County of Los Angeles.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

*The people of the State of California do enact as follows:*

SECTION 1. Chapter 6.3 (commencing with Section 21530) is added to Division 21 of the Elections Code, to read:

#### Chapter 6.3. County of Los Angeles Citizens Redistricting Commission

21530. As used in this chapter, the following terms have the following meanings:

- (a) "Board" means the Board of Supervisors of the County of Los Angeles.
- (b) "Commission" means the Citizens Redistricting Commission in the County of Los Angeles established pursuant to Section 21532.
- (c) "Immediate family member" means a spouse, child, in-law, parent, or sibling.

21531. There is, in the County of Los Angeles, a Citizens Redistricting Commission. In the year following the year in which the decennial federal census is taken, the commission shall adjust the boundary lines of the supervisorial districts of the board in accordance with this chapter.

21532. (a) The commission shall be created no later than December 31, 2020, and in each year ending in the number zero thereafter.

(b) The selection process is designed to produce a commission that is independent from the influence of the board and reasonably representative of the county's diversity.

(c) The commission shall consist of 14 members. The political party preferences of the commission members, as shown on the members' most recent affidavits of registration, shall be as proportional as possible to the total number of voters who are registered with each political party in the County of Los Angeles, as determined by registration at the most recent statewide election. However, the political party preferences of the commission members are not required to be exactly the same as the proportion of political party preferences among the registered voters of the county. At least one commission member shall reside in each of the five existing supervisorial districts of the board.

(d) Each commission member shall meet all of the following qualifications:

(1) Be a resident of the County of Los Angeles.

(2) Be a voter who has been continuously registered in the County of Los Angeles with the same political party or unaffiliated with a political party and who has not changed political party affiliation for five or more years immediately preceding the date of his or her appointment to the commission.

(3) Have voted in at least one of the last three statewide elections immediately preceding his or her application to be a member of the commission.

(4) Within the 10 years immediately preceding the date of application to the commission, neither the applicant, nor an immediate family member of the applicant, has done any of the following:

(A) Been appointed to, elected to, or have been a candidate for office at the local, state, or federal level representing the County of Los Angeles, including as a member of the board.

(B) Served as an employee of, or paid consultant for, an elected representative at the local, state, or federal level representing the County of Los Angeles.

(C) Served as an employee of, or paid consultant for, a candidate for office at the local, state, or federal level representing the County of Los Angeles.

(D) Served as an officer, employee, or paid consultant of a political party or as an appointed member of a political party central committee.

(E) Been a registered state or local lobbyist.

(5) Possess experience that demonstrates analytical skills relevant to the redistricting process and voting rights, and possess an ability to comprehend and apply the applicable state and federal legal requirements.

(6) Possess experience that demonstrates an ability to be impartial.

(7) Possess experience that demonstrates an appreciation for the diverse demographics and geography of the County of Los Angeles.

(e) An interested person meeting the qualifications specified in subdivision (d) may submit an application to the county elections official to be considered for membership on the commission. The county elections official shall review the applications and eliminate applicants who do not meet the specified qualifications.

(f) (1) From the pool of qualified applicants, the county elections official shall select 60 of the most qualified applicants, taking into account the requirements described in subdivision (c). The county elections official shall make public the names of the 60 most qualified applicants for at least 30 days. The county elections official shall not communicate with a member of the board, or an agent for a member of the board, about any matter related to the nomination process or applicants before the publication of the list of the 60 most qualified applicants.

(2) During the period described in paragraph (1), the county elections official may eliminate any of the previously selected applicants if the official becomes aware that the applicant does not meet the qualifications specified in subdivision (d).

(g) (1) After complying with the requirements of subdivision (f), the county elections official shall create a subpool for each of the five existing supervisorial districts of the board.

(2) (A) At a regularly scheduled meeting of the board, the Auditor-Controller of the County of Los Angeles shall conduct a random drawing to select one commissioner from each of the five subpools established by the county elections official.

(B) After completing the random drawing pursuant to subparagraph (A), at the same meeting of the board, the Auditor-Controller shall conduct a random drawing from all of the remaining applicants, without respect to subpools, to select three additional commissioners.

(h) (1) The eight selected commissioners shall review the remaining names in the subpools of applicants and shall appoint six additional applicants to the commission.

(2) The six appointees shall be chosen based on relevant experience, analytical skills, and ability to be impartial, and to ensure that the commission reflects the county's diversity, including racial, ethnic, geographic, and gender diversity. However, formulas or specific ratios shall not be applied for this purpose. The eight commissioners shall also consider political party preference, selecting applicants so that the political party preference of the members of the commission complies with subdivision (c).

21533. (a) A commission member shall apply this chapter in a manner that is impartial and that reinforces public confidence in the integrity of the redistricting process.

(b) The term of office of each member of the commission expires upon the appointment of the first member of the succeeding commission.

(c) Nine members of the commission shall constitute a quorum. Nine or more affirmative votes shall be required for any official action.

(d) (1) The commission shall not retain a consultant who would not be qualified as an applicant pursuant to paragraph (4) of subdivision (d) of Section 21532.

(2) For purposes of this subdivision, "consultant" means a person, whether or not compensated, retained to advise the commission or a commission member regarding any aspect of the redistricting process.

(e) Each commission member shall be a designated employee for purposes of the conflict of interest code adopted by the County of Los Angeles pursuant to Article 3 (commencing with Section 87300) of Chapter 7 of Title 9 of the Government Code.

21534. (a) The commission shall establish single-member supervisorial districts for the board pursuant to a mapping process using the following criteria as set forth in the following order of priority:

(1) Districts shall comply with the United States 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 federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et seq.) or allowable by law.

(2) Districts shall comply with the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et seq.).

(3) Districts shall be geographically contiguous.

(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) To the extent practicable, and where this does not conflict with paragraphs (1) to (4), inclusive, districts shall be drawn to encourage geographical compactness such that nearby areas of population are not bypassed for more distant areas of population.

(b) The place of residence of any incumbent or political candidate shall not be considered in the creation of a map. Districts shall not be drawn for purposes of favoring or discriminating against an incumbent, political candidate, or political party.

(c) (1) The commission shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

(2) Before the commission draws a map, the commission shall conduct at least seven public hearings, to take place over a period of no fewer than 30 days, with at least one public hearing held in each supervisorial district.

(3) After the commission draws a draft map, the commission shall do both of the following:

(A) Post the map for public comment on the Internet Web site of the County of Los Angeles.

(B) Conduct at least two public hearings to take place over a period of no fewer than 30 days.

(4) (A) The commission shall establish and make available to the public a calendar of all public hearings described in paragraphs (2) and (3). Hearings shall be scheduled at various times and days of the week to accommodate a variety of work schedules and to reach as large an audience as possible.

(B) Notwithstanding Section 54954.2 of the Government Code, the commission shall post the agenda for the public hearings described in paragraphs (2) and (3) at least seven days before the hearings. The agenda for a meeting required by paragraph (3) shall include a copy of the draft map.

(5) (A) The commission shall arrange for the live translation of a hearing held pursuant to this chapter in an applicable language if a request for translation is made at least 24 hours before the hearing.

(B) For purposes of this paragraph, an “applicable language” means a language for which the number of residents of the County of Los Angeles who are members of a language minority is greater than or equal to 3 percent of the total voting age residents of the county.

(6) The commission shall take steps to encourage county residents to participate in the redistricting public review process. These steps may include:

(A) Providing information through media, social media, and public service announcements.

(B) Coordinating with community organizations.

(C) Posting information on the Internet Web site of the County of Los Angeles that explains the redistricting process and includes a notice of each public hearing and the procedures for testifying during a hearing or submitting written testimony directly to the commission.

(7) The board shall take all steps necessary to ensure that a complete and accurate computerized database is available for redistricting, and that procedures are in place to provide to the public ready access to redistricting data and computer software equivalent to what is available to the commission members.

(8) The board shall provide for reasonable funding and staffing for the commission.

(9) All records of the commission relating to redistricting, and all data considered by the commission in drawing a draft map or the final map, are public records.

(d) (1) The commission shall adopt a redistricting plan adjusting the boundaries of the supervisorial districts and shall file the plan with the county elections official before August 15 of the year following the year in which each decennial federal census is taken.

(2) The plan shall be effective 30 days after it is filed with the county elections official.

(3) The plan shall be subject to referendum in the same manner as ordinances.

(4) 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 described in subdivisions (a) and (b).

21535. A commission member shall be ineligible for a period of five years beginning from the date of appointment to hold elective public office at the federal, state, county, or city level in this state. A commission member shall be ineligible for a period of three years beginning from the date of appointment to hold appointive federal, state, or local public office, to serve as paid staff for, or as a paid consultant to, the Board of Equalization, the Congress, the Legislature, or any individual legislator, or to register as a federal, state or local lobbyist in this state.

SEC. 2. The Legislature finds and declares that a special law is necessary and that a general law cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique circumstances facing the County of Los Angeles.

SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

## Assembly Bill No. 1276

### CHAPTER 90

An act to amend Sections 21500, 21500.1, 21501, 21506, 21507, 21508, 21534, 21552, 21600, 21601, 21602, 21605, 21606, 21607, 21608, 21609, 21620, 21621, 21622, 21623, 21625, 21626, 21627, 21627.1, 21628, 21629, and 23000 of, and to add Section 21630 to, the Elections Code, relating to elections.

[Approved by Governor September 18, 2020. Filed with  
Secretary of State September 18, 2020.]

#### legislative counsel's digest

AB 1276, Bonta. Local redistricting.

(1) Existing law establishes procedures and criteria pursuant to which counties, general law cities, and charter cities adopt supervisorial and council district boundaries for the purpose of electing members of a county's board of supervisors or a city's council.

This bill would make technical, clarifying, and conforming changes to make these provisions consistent in their application to those jurisdictions.

(2) Under the redistricting procedures described above, existing law requires those jurisdictions to adopt the boundaries of districts no earlier than August 1 in each year ending in the number 1, but not later than 151 days before the jurisdiction's next regular election occurring in March in each year ending in the number 2. Existing law requires the board of supervisors or the council to publish the date, time, and location of a public hearing or workshop on redistricting, or a draft map pending adoption as a final map, on the internet at least 3 days in advance if the hearing or workshop is held, or the draft map will be adopted as a final map, within 179 days of the jurisdiction's next regular election. Existing law requires the Citizens Redistricting Commission and the Legislature to coordinate efforts to make publicly available a computerized database which contains data necessary for redistricting. Existing law authorizes a candidate for elective office in a county or charter city to submit a petition containing signatures of a specified number of registered voters in lieu of a filing fee, and requires an elections official to make forms for securing signatures available commencing 60 days before the first day for circulating nomination papers, except as specified.

This bill would, for redistricting occurring in 2031 and thereafter, instead require district boundaries to be adopted no later than 205 days before the jurisdiction's next regular election occurring after January 1 in each year ending in the number 2. For redistricting occurring before 2031, the bill would require boundaries to be adopted not later than 174 days before the next regular election if the election is held after January 1, 2022, and before

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July 1, 2022, and not later than 205 days before the next regular election if the election is held on or after July 1, 2022. For redistricting in counties and charter cities to which the 174 day deadline applies, the bill would prohibit forms for securing signatures in lieu of a filing fee from being made available until at least 28 days after the adoption of a final map, and would require an elections official in a county or charter city to reduce the number of signatures required, as specified, if that prohibition reduces the amount of time in which a candidate can collect signatures before the first day for circulating nomination

papers. The bill would instead require the board of supervisors or council to publish the date, time, and location of a hearing or workshop on the internet at least 3 days in advance if the hearing or workshop is held within 28 days of the deadline for the jurisdiction to adopt district boundaries. The bill would prohibit a board of supervisors or council, or their contractors, from releasing draft maps of districts earlier than 3 weeks after the database described above is made publicly available, unless the database is made available less than 90 days before the deadline to adopt a map, in which case the 3 week period would be shortened or waived, as specified.

(4) Existing law establishes the Citizens Redistricting Commission in the County of Los Angeles and the Independent Redistricting Commission in the County of San Diego for the purpose of adjusting

the boundaries of supervisorial districts of the boards of supervisors in those counties. Existing law requires each of the supervisorial districts in the jurisdiction of one of those commissions to have a reasonably equal population with other districts in the same jurisdiction, except as specified. Existing law requires each of those commissions to adopt a redistricting plan adjusting the boundaries of supervisorial districts and to file the plan with specified county officials before August 15 of the year following the year in which each federal decennial census is taken. Existing law requires the commissions to conduct public hearings before drawing a map that proposes redistricting. Existing law provides that a redistricting plan is not effective until 30 days after it is filed.

This bill would require the measure of population equality for supervisorial districts in those counties to be based on the total population of residents of the respective county as determined by the most recent federal decennial census for which specified redistricting data is available, and would prohibit an incarcerated person from being counted as part of a county's population, unless specified redistricting data shows that the incarcerated person's last known place of residence may be assigned to the county. The bill would instead require each of those commissions to file their redistricting plans pursuant to the deadlines for adopting district boundaries described above that are applicable to counties. The bill would also apply to those commissions the provisions described above that prohibit counties or their contractors from releasing draft maps within certain time periods following the date on which redistricting data becomes publicly available. The bill would authorize the commissions to change the location of a hearing, including the use of virtual hearings that permit remote access and participation, if a public health order that prohibits large gatherings is in place, subject to specified requirements. The bill would repeal the provisions described above delaying the effective date of a redistricting plan.

(5) The California Constitution authorizes a city to adopt a charter by a majority vote of its electors, and authorizes a charter city to make and enforce all ordinances and regulations in respect to municipal affairs. The California Constitution provides that it shall be competent in a city charter to provide for the manner in which, the method by which, the times at which, and the terms for which municipal officers and employees shall be elected or appointed. Existing law establishes criteria pursuant to which charter cities adjust or adopt council district area boundaries, as applicable, for the purpose of electing members of the city council. These criteria encourage council districts to be geographically contiguous and compact, to respect the geographic integrity of communities of interest, as defined, and to have easily identifiable and understandable boundaries.

This bill would provide that these criteria do not apply to a charter city that has adopted comprehensive or exclusive redistricting criteria, as defined, in its city charter. The bill would clarify that if a council assigns the power to adopt new district boundaries to an advisory, hybrid, or independent redistricting commission, the charter city remains subject to the same redistricting deadlines, requirements, and restrictions that are applicable to the council.

*The people of the State of California do enact as follows:*

SECTION 1. Section 21500 of the Elections Code is amended to read:

21500. (a) Following a county's decision to elect its board using district-based elections, or following each federal decennial census for a county whose board is already elected using district-based elections, the board shall adopt boundaries for all of the supervisorial districts of the county so that the supervisorial districts shall be substantially equal in population as required by the United States Constitution.

(1) Population equality shall be based on the total population of residents of the county as determined by the most recent federal decennial census for which the redistricting data described in Public Law 94-171 are available.

(2) Notwithstanding paragraph (1), an incarcerated person, as that term is used in Section 21003, shall not be counted towards a county's population, except for an incarcerated person whose last known place of residence may be assigned to a census block in the county, if information about the last known place of residence for incarcerated persons is included in the computerized database for redistricting that is developed in accordance with subdivision (b) of Section 8253 of the Government Code, and that database is made publicly available.

(b) The board shall adopt supervisorial district boundaries that comply with the United States Constitution, the California Constitution, and the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.).

(c) The board shall adopt supervisorial district boundaries using the following criteria as set forth in the following order of priority:

(1) To the extent practicable, supervisorial districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

(2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A “community of interest” is a population that shares common social or economic interests that should be included within a single supervisorial district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.

(3) To the extent practicable, the geographic integrity of a city or census designated place shall be respected in a manner that minimizes its division.

(4) Supervisorial district boundaries should be easily identifiable and understandable by residents. To the extent practicable, supervisorial districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the county.

(5) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, supervisorial districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

(d) The board shall not adopt supervisorial district boundaries for the purpose of favoring or discriminating against a political party.

SEC. 2. Section 21500.1 of the Elections Code is amended to read:

21500.1. (a) This chapter applies to a county that elects members of the county’s board of supervisors by districts or from districts.

(b) This chapter shall not be interpreted to limit the discretionary remedial authority of any federal or state court.

SEC. 3. Section 21501 of the Elections Code is amended to read:

21501. (a) (1) For redistricting occurring in 2031 and thereafter, the boundaries of the supervisorial districts shall be adopted by the board not later than 205 days before the county’s next regular election occurring after January 1 in each year ending in the number two.

(2) For redistricting occurring before 2031 and where a county has a regular election occurring after January 1, 2022, and before July 1, 2022, the boundaries of the supervisorial districts shall be adopted by the board not later than 174 days before that election. Notwithstanding subdivision (b) of Section 8106, the forms required under that subdivision shall not be made available until at least 28 days after the adoption of a final map. The elections official shall reduce the required number of signatures for the in-lieu-filing-fee petition, as specified in subdivision (a) of Section 8106, by the same proportion as the reduction in time for the candidate to collect signatures.

(3) For redistricting occurring before 2031 and where a county does not have a regular election occurring after January 1, 2022 and before July 1, 2022, the boundaries of the supervisorial districts shall be adopted by the board not later than 205 days before the county’s next regular election occurring on or after July 1, 2022.

(b) This section does not apply when a county transitions from at-large to district-based elections.

SEC. 4. Section 21506 of the Elections Code is amended to read:

21506. (a) The term of office of any supervisor who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which the supervisor was elected.

(b) At the first election for county supervisors in each county following adoption of the boundaries of supervisorial districts, excluding a special election to fill a vacancy or a recall election, a supervisor shall be elected for each district under the new district plan that has the same district number as a district whose incumbent’s term is due to expire. This subdivision does not apply when a county transitions from at-large to district-based elections.

(c) For a county employing both a primary and a general election, a change in the boundaries of a supervisorial district shall not be made between the direct primary election and the general election.

(d) Except as provided in subdivision (a), a person is not eligible to hold office as a member of a board of supervisors unless that person meets the requirements of Section 201 of the Elections Code and Section 24001 of the Government Code.

SEC. 5. Section 21507 of the Elections Code is amended to read:

21507. Before adopting the boundaries of a district pursuant to Section 21501 or 21503, or for any other reason, the board shall hold public hearings on the proposal in accordance with Section 21507.1. This section does not apply when a county transitions from at-large to district-based elections.

SEC. 6. Section 21508 of the Elections Code is amended to read:



21508. (a) The board shall take steps to encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process. These steps shall include a good faith effort to do all of the following:

(1) Providing information to media organizations that provide county news coverage, including media organizations that serve language minority communities.

(2) Providing information through good government, civil rights, civic engagement, and community groups or organizations that are active in the county, including those active in language minority communities, and those that have requested to be notified concerning county redistricting.

(b) The board shall arrange for the live translation in an applicable language of a public hearing or workshop held pursuant to this chapter if a request for translation is made at least 72 hours before the hearing or workshop, unless less than five days' notice are provided for the hearing or workshop, in which case the request shall be made at least 48 hours before the hearing or workshop.

(c) Notwithstanding Section 54954.2 of the Government Code, the board shall publish the date, time, and location for any public hearing or workshop on the internet at least five days before the hearing or workshop. However, if there are fewer than 28 days until the deadline to adopt boundaries, the board may publish the agenda on the internet for at least three days before the hearing or workshop.

(d) (1) A draft map shall be published on the internet for at least seven days before being adopted as a final map by the board provided that, if there are fewer than 28 days until the deadline to adopt boundaries, the draft map may instead be published on the internet for at least three days.

(2) Each draft map prepared by a member of the board or by employees or contractors of the county shall be accompanied by information on the total population, citizen voting age population, and racial and ethnic characteristics of the citizen voting age population of each proposed supervisorial district, to the extent the county has that data.

(3) (A) The board and employees or contractors of the county shall not release draft maps of supervisorial districts earlier than three weeks after the block-level redistricting database required by subdivision (b) of Section 8253 of the Government Code is first made publicly available. This subparagraph does not prohibit the board from holding public hearings or workshops on the placement of supervisorial district boundaries before the earliest date that draft maps of supervisorial districts may be released.

(B) If the period of time between the date that the redistricting database is made publicly available and the map adoption deadline is fewer than 90 days and more than 59 days, then the waiting period required by subparagraph (A) is reduced to one week. If the period of time between the date that the redistricting database is made publicly available and the map adoption deadline is fewer than 60 days, then the waiting period required by subparagraph (A) is waived.

(e) The board shall allow the public to submit testimony or draft maps in writing and electronically.

(f) The county shall either record or prepare a written summary of each public comment and board deliberation made at every public hearing or workshop held pursuant to this article. The county shall make the recording or written summary available to the public within two weeks after the public hearing or workshop.

(g) The board shall establish, and maintain for at least 10 years after the adoption of new supervisorial district boundaries, an internet web page dedicated to redistricting. The web page may be hosted on the county's existing internet website or another internet website maintained by the county. The web page shall include, or link to, all of the following information:

(1) A general explanation of the redistricting process for the county, in English and applicable languages.

(2) The procedures for a member of the public to testify during a public hearing or to submit written testimony directly to the board, in English and applicable languages.

(3) A calendar of all public hearing and workshop dates. A calendar listing that includes the time and location of the public hearing or workshop satisfies the notice required by subdivision (c).

(4) The notice and agenda for each public hearing and workshop.

(5) The recording or written summary of each public hearing and workshop.

(6) Each draft map considered by the board at a public hearing.

(7) The adopted final map of supervisorial district boundaries.

(h) For purposes of this section, "applicable language" means any language in which ballots are required to be provided in the county pursuant to Section 203 of the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10503).

(i) This section does not apply when a county transitions from at-large to district-based elections.

(j) Before January 1, 2021, and before January in each year ending in the number one thereafter, the Secretary of State shall publish on the internet a template explaining the county redistricting process

that meets the requirements of paragraphs (1) and (2), inclusive, of subdivision (g). The Secretary of State shall publish the template in all of the languages into which ballots are required to be translated in the state pursuant to Section 203 of the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10503). The template shall be published in a conspicuous location on the Secretary of State's internet website.

SEC. 7. Section 21534 of the Elections Code is amended to read:

21534. (a) The commission shall establish single-member supervisorial districts for the board pursuant to a mapping process using the following criteria as set forth in the following order of priority:

(1) (A) Districts shall comply with the United States 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 federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et seq.) or allowable by law.

(B) Population equality shall be based on the total population of residents of the county as determined by the most recent federal decennial census for which the redistricting data described in Public Law 94-171 are available.

(C) Notwithstanding subparagraph (B), an incarcerated person, as that term is used in Section 21003, shall not be counted towards the county's population, except for an incarcerated person whose last known place of residence may be assigned to a census block in the county, if information about the last known place of residence for incarcerated persons is included in the computerized database for redistricting that is developed in accordance with subdivision (b) of Section 8253 of the Government Code, and that database is made publicly available.

(2) Districts shall comply with the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et seq.).

(3) Districts shall be geographically contiguous.

(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) To the extent practicable, and where this does not conflict with paragraphs (1) to (4), inclusive, districts shall be drawn to encourage geographical compactness such that nearby areas of population are not bypassed for more distant areas of population.

(b) The place of residence of any incumbent or political candidate shall not be considered in the creation of a map. Districts shall not be drawn for purposes of favoring or discriminating against an incumbent, political candidate, or political party.

(c) (1) The commission shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

(2) (A) Before the commission draws a map, the commission shall conduct at least seven public hearings, to take place over a period of no fewer than 30 days, with at least one public hearing held in each supervisorial district.

(B) In the event any state or local health order prohibits large gatherings, the commission may modify the location of the hearings, including use of virtual hearings that use technology to permit remote viewing and participation, to the extent required to comply with public health requirements. If the commission modifies the location of a hearing, it shall provide opportunities to view and listen to proceedings by video, to listen to proceedings by phone, and to provide public comment by phone and in writing with no limitation on the number of commenters. The commission shall, to the greatest extent practicable, provide an opportunity for in-person participation for at least one hearing in each supervisorial district. Methods for providing in-person participation may include, but are not limited to, setting up multiple rooms with audiovisual connections to the hearing, allowing community members to make appointments to make public comment, providing personal protective equipment, or holding hearings in outdoor spaces.

(3) After the commission draws a draft map, the commission shall do both of the following:

(A) Post the map for public comment on the internet website of the County of Los Angeles.

(B) Conduct at least two public hearings to take place over a period of no fewer than 30 days.

(4) (A) The commission shall establish and make available to the public a calendar of all public hearings described in paragraphs (2) and (3). Hearings shall be scheduled at various times and days of the week to accommodate a variety of work schedules and to reach as large an audience as possible.

(B) Notwithstanding Section 54954.2 of the Government Code, the commission shall post the agenda for the public hearings described in paragraphs (2) and (3) at least seven days before the hearings. The agenda for a meeting required by paragraph (3) shall include a copy of the draft map.

(5) (A) The commission shall arrange for the live translation of a hearing held pursuant to this chapter in an applicable language if a request for translation is made at least 24 hours before the hearing.

(B) For purposes of this paragraph, an “applicable language” means a language for which the number of residents of the County of Los Angeles who are members of a language minority is greater than or equal to 3 percent of the total voting age residents of the county.

(6) The commission shall take steps to encourage county residents to participate in the redistricting public review process. These steps may include:

(A) Providing information through media, social media, and public service announcements.

(B) Coordinating with community organizations.

(C) Posting information on the internet website of the County of Los Angeles that explains the redistricting process and includes a notice of each public hearing and the procedures for testifying during a hearing or submitting written testimony directly to the commission.

(7) The board shall take all steps necessary to ensure that a complete and accurate computerized database is available for redistricting, and that procedures are in place to provide to the public ready access to redistricting data and computer software equivalent to what is available to the commission members.

(8) The board shall provide reasonable funding and staffing for the commission.

(9) All records of the commission relating to redistricting, and all data considered by the commission in drawing a draft map or the final map, are public records.

(d) (1) The commission shall adopt a redistricting plan adjusting the boundaries of the supervisorial districts and shall file the plan with the county elections official by the map adoption deadline set forth in subdivision (a) of Section 21501. The commission shall not release a draft map before the date set forth in paragraph (3) of subdivision (d) of Section 21508.

(2) The plan shall be subject to referendum in the same manner as ordinances.

(3) 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 described in subdivisions (a) and (b).

SEC. 8. Section 21552 of the Elections Code is amended to read:

21552. (a) The commission shall establish single-member supervisorial districts for the board pursuant to a mapping process using the following criteria as set forth in the following order of priority:

(1) (A) Districts shall comply with the United States 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 federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et seq.) or is allowable by law.

(B) Population equality shall be based on the total population of residents of the county as determined by the most recent federal decennial census for which the redistricting data described in Public Law 94-171 are available.

(C) Notwithstanding subparagraph (B), an incarcerated person, as that term is used in Section 21003, shall not be counted towards the county’s population, except for an incarcerated person whose last known place of residence may be assigned to a census block in the county, if information about the last known place of residence for incarcerated persons is included in the computerized database for redistricting that is developed in accordance with subdivision (b) of Section 8253 of the Government Code, and that database is made publicly available.

(2) Districts shall comply with the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et seq.).

(3) Districts shall be geographically contiguous.

(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) To the extent practicable, and where it does not conflict with paragraphs (1) to (4), inclusive, districts shall be drawn to encourage geographical compactness such that nearby areas of population are not bypassed for more distant areas of population.

(b) The place of residence of any incumbent or political candidate shall not be considered in the creation of a map. Districts shall not be drawn for purposes of favoring or discriminating against an incumbent, political candidate, or political party.

(c) (1) The commission shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

(2) (A) Before the commission draws a map, the commission shall conduct at least seven public hearings, to take place over a period of no fewer than 30 days, with at least one public hearing held in each supervisorial district.

(B) In the event any state or local health order prohibits large gatherings, the commission may modify the location of the hearings, including use of virtual hearings that use technology to permit remote viewing and participation, to the extent required to comply with public health requirements. If the commission modifies the location of a hearing, it shall provide opportunities to view and listen to proceedings by video, to listen to proceedings by phone, and to provide public comment by phone and in writing with no limitation on the number of commenters. The commission shall, to the greatest extent practicable, provide an opportunity for in-person participation for at least one hearing in each supervisorial district. Methods for providing in-person participation may include, but are not limited to, setting up multiple rooms with audiovisual connections to the hearing, allowing community members to make appointments to make public comment, providing personal protective equipment, or holding hearings in outdoor spaces.

(3) After the commission draws a draft map, the commission shall do both of the following:

(A) Post the map for public comment on the internet website of the County of San Diego.

(B) Conduct at least two public hearings to take place over a period of no fewer than 30 days.

(4) (A) The commission shall establish and make available to the public a calendar of all public hearings described in paragraphs (2) and (3). Hearings shall be scheduled at various times and days of the week to accommodate a variety of work schedules and to reach as large an audience as possible.

(B) Notwithstanding Section 54954.2 of the Government Code, the commission shall post the agenda for the public hearings described in paragraphs (2) and (3) at least seven days before the hearings. The agenda for a meeting required by paragraph (3) shall include a copy of the draft map.

(5) (A) The commission shall arrange for the live translation of a hearing held pursuant to this chapter in an applicable language if a request for translation is made at least 24 hours before the hearing.

(B) For purposes of this paragraph, an “applicable language” means a language for which the number of residents of the County of San Diego who are members of a language minority is greater than or equal to 3 percent of the total voting age residents of the county.

(6) The commission shall take steps to encourage county residents to participate in the redistricting public review process. These steps may include:

(A) Providing information through media, social media, and public service announcements.

(B) Coordinating with community organizations.

(C) Posting information on the internet website of the County of San Diego that explains the redistricting process and includes a notice of each public hearing and the procedures for testifying during a hearing or submitting written testimony directly to the commission.

(7) The board shall take all steps necessary to ensure that a complete and accurate computerized database is available for redistricting, and that procedures are in place to provide to the public ready access to redistricting data and computer software equivalent to what is available to the commission members.

(8) The board shall provide for reasonable funding and staffing for the commission.

(9) All records of the commission relating to redistricting, and all data considered by the commission in drawing a draft map or the final map, are public records.

(d) (1) The commission shall adopt a redistricting plan adjusting the boundaries of the supervisorial districts and shall file the plan with the Clerk of the Board of Supervisors by the map adoption deadline set forth in subdivision (a) of Section 21501. The commission shall not release a draft map before the date set forth in paragraph (3) of subdivision (d) of Section 21508.

(2) The plan shall be subject to referendum in the same manner as ordinances.

(3) 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 described in subdivisions (a) and (b).

SEC. 9. Section 21600 of the Elections Code is amended to read:

21600. (a) This article applies to a general law city that elects members of the city’s legislative body by districts or from districts, as defined in Section 34871 of the Government Code.

(b) This article shall not be interpreted to limit the discretionary remedial authority of any federal or state court.

SEC. 10. Section 21601 of the Elections Code is amended to read:

21601. (a) Following a city's decision to elect its council using district-based elections, or following each federal decennial census for a city whose council is already elected using district-based elections, the council shall, by ordinance or resolution, adopt boundaries for all of the council districts of the city so that the council districts shall be substantially equal in population as required by the United States Constitution.

(1) Population equality shall be based on the total population of residents of the city as determined by the most recent federal decennial census for which the redistricting data described in Public Law 94-171 are available.

(2) Notwithstanding paragraph (1), an incarcerated person as that term is used in Section 21003, shall not be counted towards a city's population, except for an incarcerated person whose last known place of residence may be assigned to a census block in the city, if information about the last known place of residence for incarcerated persons is included in the computerized database for redistricting that is developed in accordance with subdivision (b) of Section 8253 of the Government Code, and that database is made publicly available.

(b) The council shall adopt council district boundaries that comply with the United States Constitution, the California Constitution, and the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.).

(c) The council shall adopt district boundaries using the following criteria as set forth in the following order of priority:

(1) To the extent practicable, council districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

(2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A "community of interest" is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.

(3) Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, council districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the city.

(4) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

(d) The council shall not adopt council district boundaries for the purpose of favoring or discriminating against a political party.

SEC. 11. Section 21602 of the Elections Code is amended to read:

21602. (a) (1) For redistricting occurring in 2031 and thereafter, the boundaries of the council districts shall be adopted by the council not later than 205 days before the city's next regular election occurring after January 1 in each year ending in the number two.

(2) For redistricting occurring before 2031 and where a city has a regular election occurring after January 1, 2022, and before July 1, 2022, the boundaries of the council districts shall be adopted by the council not later than 174 days before that election.

(3) For redistricting occurring before 2031 and where a city does not have a regular election occurring after January 1, 2022 and before July 1, 2022, the boundaries of the council districts shall be adopted by the council not later than 205 days before the city's next regular election occurring on or after July 1, 2022.

(b) This section does not apply when a city transitions from at-large to district-based elections.

SEC. 12. Section 21605 of the Elections Code is amended to read:

21605. (a) After redistricting or districting pursuant to Section 21601 or 21603, a council shall not adopt new council district boundaries until after the next federal decennial census, except under the following circumstances:

(1) A court orders the council to redistrict.

(2) The council is settling a legal claim that its council district boundaries violate the United States Constitution, the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.), or this article.

(3) The boundaries of the city change by the addition of territory pursuant to Section 21603 or by the subtraction of territory.

(b) This section does not prohibit a council from adopting council districts between federal decennial censuses if the council is adopting council districts for the first time, including when a city adopts council

districts for the purpose of transitioning from electing its council members in at-large elections to elections by districts or from districts.

SEC. 13. Section 21606 of the Elections Code is amended to read:

21606. (a) The term of office of any council member who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which the council member was elected.

(b) At the first election for council members in each city following adoption of the boundaries of council districts, excluding a special election to fill a vacancy or a recall election, a council member shall be elected for each district under the new district plan that has the same district number as a district whose incumbent's term is due to expire. This subdivision does not apply when a city transitions from at-large to district-based elections.

(c) Except as provided in subdivision (a), a person is not eligible to hold office as a member of a city council unless that person meets the requirements of Section 201 of the Elections Code and Section 34882 of the Government Code.

SEC. 14. Section 21607 of the Elections Code is amended to read:

21607. Before adopting the boundaries of a council district pursuant to Section 21601 or 21603, or for any other reason, the council shall hold public hearings on the proposal in accordance with Section 21607.1. This section does not apply when a city transitions from at-large to district-based elections.

SEC. 15. Section 21608 of the Elections Code is amended to read:

21608. (a) The council shall take steps to encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process. These steps shall include a good faith effort to do all of the following:

(1) Providing information to media organizations that provide city news coverage, including media organizations that serve language minority communities.

(2) Providing information through good government, civil rights, civic engagement, and community groups or organizations that are active in the city, including those active in language minority communities, and those that have requested to be notified concerning city redistricting.

(b) The council shall arrange for the live translation in an applicable language of a public hearing or workshop held pursuant to this article if a request for translation is made at least 72 hours before the hearing or workshop, unless less than five days' notice are provided for the hearing or workshop, in which case the request shall be made at least 48 hours before the hearing or workshop.

(c) Notwithstanding Section 54954.2 of the Government Code, the council shall publish the date, time, and location for any public hearing or workshop on the internet at least five days before the hearing or workshop. However, if there are fewer than 28 days until the deadline to adopt boundaries, the council may publish the agenda on the internet for at least three days before the hearing or workshop.

(d) (1) A draft map shall be published on the internet for at least seven days before being adopted as a final map by the council provided that, if there are fewer than 28 days until the deadline to adopt boundaries, the draft map may instead be published on the internet for at least three days.

(2) Each draft map prepared by a member of the council or by employees or contractors of the city shall be accompanied by information on the total population, citizen voting age population, and racial and ethnic characteristics of the citizen voting age population of each proposed council district, to the extent the city has that data.

(3) (A) The council and employees or contractors of the city shall not release draft maps of council districts earlier than three weeks after the block-level redistricting database required by subdivision (b) of Section 8253 of the Government Code is first made publicly available. This subparagraph does not prohibit the council from holding public hearings or workshops on the placement of council district boundaries before the earliest date that draft maps of council districts may be released.

(B) If the period of time between the date that the redistricting database is made publicly available and the map adoption deadline is fewer than 90 days and more than 59 days, the waiting period required by subparagraph (A) is reduced to one week. If the period of time between the date that the redistricting database is made publicly available and the map adoption deadline is fewer than 60 days, then the waiting period required by subparagraph (A) is waived.

(e) The council shall allow the public to submit testimony or draft maps in writing and electronically.

(f) The city shall either record or prepare a written summary of each public comment and council deliberation made at every public hearing or workshop held pursuant to this article. The city shall make the recording or written summary available to the public within two weeks after the public hearing or workshop.

(g) The council shall establish, and maintain for at least 10 years after the adoption of new council district boundaries, an internet web page dedicated to redistricting. The web page may be hosted on the city's existing internet website or another internet website maintained by the city. The web page shall include, or link to, all of the following information:

(1) A general explanation of the redistricting process for the city in English and applicable languages.

(2) The procedures for a member of the public to testify during a public hearing or to submit written testimony directly to the council in English and any applicable language.

(3) A calendar of all public hearing and workshop dates. A calendar listing that includes the time and location of the public hearing or workshop satisfies the notice required by subdivision (c).

(4) The notice and agenda for each public hearing and workshop.

(5) The recording or written summary of each public hearing and workshop.

(6) Each draft map considered by the council at a public hearing.

(7) The adopted final map of council district boundaries.

(h) For purposes of this section, "applicable language" means any language that is spoken by a group of city residents with limited English proficiency who constitute 3 percent or more of the city's total population over four years of age for whom language can be determined. Before January 1, 2021, and before January 1 in every year ending in the number one thereafter, the Secretary of State shall post the applicable languages for each city in a conspicuous location on the Secretary of State's internet website. To determine the applicable languages for each city, in 2020 and in each year ending in the number zero thereafter, the Secretary of State, in consultation with the Statewide Database, shall request a special tabulation from the United States Bureau of the Census of the most recent data on limited English proficiency from the bureau's American Community Survey that satisfies this subdivision. If the bureau is unable to produce that data, the Secretary of State shall base the Secretary of State's determination on the table from the American Community Survey enumerating the number of residents with limited English proficiency that has the largest number of languages included, that is publicly available, and that was produced within the previous ten years.

(i) This section does not apply when a city transitions from at-large to district-based elections.

(j) Before January 1, 2021, and before January in each year ending in the number one thereafter, the Secretary of State shall publish on the internet a template explaining the city redistricting process that meets the requirements of paragraphs (1) and (2), inclusive, of subdivision (g). The Secretary of State shall publish the template in all of the languages into which ballots are required to be translated in the state pursuant to subdivision (h). The template shall be published in the same conspicuous location on the Secretary of State's internet website that is described in subdivision (h). SEC. 16. Section 21609 of the Elections Code is amended to read:

21609. (a) If the council does not adopt council district boundaries by the deadlines set forth in Section 21602, the council shall immediately petition the superior court in the county in which the city is located for an order adopting council district boundaries. If the council does not petition the superior court within five days after the deadline, any resident of the city may file that petition and shall be entitled to recover the resident's reasonable attorney's fees and costs from the city for doing so.

(b) (1) Upon finding that a petition filed pursuant to subdivision (a) is valid, the superior court shall adopt council district boundaries in accordance with the criteria set forth in Section 21601, which shall be used in the city's next regular election. The superior court may also order the adjustment of electoral deadlines as necessary to implement the new council district boundaries in the next regular election.

(2) The superior court may appoint a special master to assist the court with adopting the council district boundaries. The city shall pay the cost for the special master and associated costs.

(3) The superior court or the special master shall hold one or more public hearings before the superior court adopts the council district boundaries.

(4) Subject to the approval of the superior court, the special master may employ redistricting experts or other consultants or counsel, independent experts in the field of redistricting and computer technology, and other necessary personnel to assist them in their work. In addition, the special master may seek the full cooperation of the city in producing and using whatever data, computer models and programs, and technical assistance that was made available to the council and city personnel who are knowledgeable in the mechanics of drafting redistricting legislation. The superior court may assist the special master in securing the necessary personnel and the physical facilities required for their work, and to prepare for the prompt submission to the city of a request for city funding for the necessary expenses of the special master and the special master's staff.

(5) The council district boundaries adopted by the superior court shall be immediately effective in the same manner as if the court's order were an enacted resolution or ordinance of the city council.

SEC. 17. Section 21620 of the Elections Code is amended to read:

21620. (a) This article applies to a charter city that elects members of the city's legislative body by districts or from districts, as defined in Section 34871 of the Government Code.

(b) This article shall not be interpreted to limit the discretionary remedial authority of any federal or state court.

SEC. 18. Section 21621 of the Elections Code is amended to read:

21621. (a) Following a city's decision to elect its council using district-based elections, or following each federal decennial census for a city whose council is already elected using district-based elections, the council shall, by ordinance or resolution, adopt boundaries for all of the council districts of the city so that the council districts shall be substantially equal in population as required by the United States Constitution.

(1) Population equality shall be based on the total population of residents of the city as determined by the most recent federal decennial census for which the redistricting data described in Public Law 94-171 are available.

(2) Notwithstanding paragraph (1), an incarcerated person, as that term is used in Section 21003, shall not be counted towards a city's population, except for an incarcerated person whose last known place of residence may be assigned to a census block in the city, if information about the last known place of residence for incarcerated persons is included in the computerized database for redistricting that is developed in accordance with subdivision (b) of Section 8253 of the Government Code, and that database is made publicly available.

(b) The council shall adopt council district boundaries that comply with the United States Constitution, the California Constitution, and the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.).

(c) The council shall adopt district boundaries using the following criteria as set forth in the following order of priority:

(1) To the extent practicable, council districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

(2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A "community of interest" is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.

(3) Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, council districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the city.

(4) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

(d) The council shall not adopt council district boundaries for the purpose of favoring or discriminating against a political party.

(e) Subdivision (c) does not apply to a charter city that has adopted comprehensive or exclusive redistricting criteria in its city charter. For purposes of this subdivision, "comprehensive or exclusive" means either that the city's charter excludes consideration of redistricting criteria other than those that are identified in the city charter or that the city's charter provides two or more traditional criteria for redistricting other than the requirement that districts be equal in population.

SEC. 19. Section 21622 of the Elections Code is amended to read:

21622. (a) (1) For redistricting occurring in 2031 and thereafter, the boundaries of the council districts shall be adopted by the council not later than 205 days before the city's next regular election occurring after January 1 in each year ending in the number two.

(2) For redistricting occurring before 2031 and where a city has a regular election occurring after January 1, 2022 and before July 1, 2022, the boundaries of the council districts shall be adopted by the council not later than 174 days before that election. For cities that charge candidates a filing fee, notwithstanding subdivision (b) of Section 8106, the forms required under that subdivision shall not be made available until at least 28 days after the adoption of a final map. The elections official shall reduce the required number of signatures for the in-lieu-filing-fee petition, as specified in subdivision (a) of Section 8106, by the same proportion as the reduction in time for the candidate to collect signatures.

(3) For redistricting occurring before 2031 and where a city does not have a regular election occurring after January 1, 2022 and before July 1, 2022, the boundaries of the council districts shall be



adopted by the council not later than 205 days before the city's next regular election occurring on or after July 1, 2022.

(b) This section does not apply to a charter city that has adopted a different redistricting deadline by ordinance or in its city charter.

(c) This section does not apply when a city transitions from at-large to district-based elections.

SEC. 20. Section 21623 of the Elections Code is amended to read:

21623. (a) If the boundaries of a city expand by the addition of new territory, including through annexation of unincorporated territory or consolidation with another city, the council shall add that new territory to the nearest existing council district without changing the boundaries of other council district boundaries.

(b) Notwithstanding subdivision (a), the council may adopt new boundaries for each council district under the circumstances described in subdivision (a) if both of the following conditions are met:

(1) There are more than four years until the council is next required to redistrict pursuant to Section 21621.

(2) The population of the new territory being annexed or consolidated is greater than 25 percent of the city's population as determined by the most recent federal decennial census.

(c) This section does not apply to a charter city that has adopted, by ordinance or in its city charter, a different standard for adding new territory to existing council districts.

SEC. 21. Section 21625 of the Elections Code is amended to read:

21625. (a) After redistricting or districting pursuant to Section 21621 or 21623, a council shall not adopt new council district boundaries until after the next federal decennial census, except under the following circumstances:

(1) A court orders the council to redistrict.

(2) The council is settling a legal claim that its council district boundaries violate the United States Constitution, the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.), or this article.

(3) The boundaries of the city change by the addition of territory pursuant to Section 21623 or by the subtraction of territory.

(b) This section does not prohibit a council from adopting council districts between federal decennial censuses if the council is adopting council districts for the first time, including when a city adopts council districts for the purpose of transitioning from electing its council members in at-large elections to elections by districts or from districts.

(c) This section does not apply to a charter city that has adopted different rules for mid-cycle redistricting in its city charter.

SEC. 22. Section 21626 of the Elections Code is amended to read:

21626. (a) The term of office of any council member who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which the council member was elected.

(b) At the first election for council members in each city following adoption of the boundaries of council districts, excluding a special election to fill a vacancy or a recall election, a council member shall be elected for each district under the new district plan that has the same district number as a district whose incumbent's term is due to expire. This subdivision does not apply when a city transitions from at-large to district-based elections.

(c) For a city employing both a primary and a general election, a change in the boundaries of a council district shall not be made between the direct primary election and the general election.

(d) Except as provided in subdivision (a), a person is not eligible to hold office as a member of a city council unless that person meets the requirements of Section 201 of the Elections Code and Section 34882 of the Government Code.

SEC. 23. Section 21627 of the Elections Code is amended to read:

21627. Before adopting the boundaries of a council district pursuant to Section 21621 or 21623, or for any other reason, the council shall hold public hearings on the proposal in accordance with Section 21627.1. This section does not apply when a city transitions from at-large to district-based elections.

SEC. 24. Section 21627.1 of the Elections Code is amended to read:

21627.1. (a) Before adopting a final map, the council shall hold at least four public hearings at which the public is invited to provide input regarding the composition of one or more council districts.

(1) At least one public hearing shall be held before the council draws a draft map or maps of the proposed council boundaries.

(2) At least two public hearings shall be held after the council has drawn a draft map or maps of the proposed council boundaries.

(b) At least one public hearing or public workshop shall be held on a Saturday, on a Sunday, or after 6 p.m. on a weekday Monday through Friday.

(c) Public hearing buildings shall be accessible to persons with disabilities.

(d) If a public hearing is consolidated with a regular or special meeting of the council that includes other substantive agenda items, the public hearing shall begin at a fixed time regardless of its order on the agenda, except that the council may first conclude any item being discussed or acted upon, including any associated public comment, when that time occurs. The time of the public hearing shall be noticed to the public.

(e) The council may have city staff or a consultant conduct one or more public workshops in lieu of holding one of the public hearings required by paragraph (1) of subdivision (a).

(f) The council may establish an advisory redistricting commission to hold the public hearings required by paragraph (1) of subdivision (a).

SEC. 25. Section 21628 of the Elections Code is amended to read:

21628. (a) The council shall take steps to encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process. These steps shall include a good faith effort to do all of the following:

(1) Providing information to media organizations that provide city news coverage, including media organizations that serve language minority communities.

(2) Providing information through good government, civil rights, civic engagement, and community groups or organizations that are active in the city, including those active in language minority communities, and those that have requested to be notified concerning city redistricting.

(b) The council shall arrange for the live translation in an applicable language of a public hearing or workshop held pursuant to this article if a request for translation is made at least 72 hours before the hearing or workshop, unless less than five days' notice are provided for the hearing or workshop, in which case the request shall be made at least 48 hours before the hearing or workshop.

(c) Notwithstanding Section 54954.2 of the Government Code, the council shall publish the date, time, and location for any public hearing or workshop on the internet at least five days before the hearing or workshop. However, if there are fewer than 28 days until the deadline to adopt boundaries, the council may publish the agenda on the internet for at least three days before the hearing or workshop.

(d) (1) A draft map shall be published on the internet for at least seven days before being adopted as a final map by the council provided that, if there are fewer than 28 days until the deadline to adopt boundaries, the draft map may instead be published on the internet for at least three days.

(2) Each draft map prepared by a member of the council or by employees or contractors of the city shall be accompanied by information on the total population, citizen voting age population, and racial and ethnic characteristics of the citizen voting age population of each proposed council district, to the extent the city has that data.

(3) (A) The council and employees or contractors of the city shall not release draft maps of council districts earlier than three weeks after the block-level redistricting database required by subdivision (b) of Section 8253 of the Government Code is first made publicly available. This subparagraph does not prohibit the council from holding public hearings or workshops on the placement of council district boundaries before the earliest date that draft maps of council districts may be released.

(B) If the period of time between the date that the redistricting database is made publicly available and the map adoption deadline is fewer than 90 days and more than 59 days, then the waiting period required by subparagraph (A) is reduced to one week. If the period of time between the date that the redistricting database is made publicly available and the map adoption deadline is fewer than 60 days, then the waiting period required by subparagraph (A) is waived.

(e) The council shall allow the public to submit testimony or draft maps in writing and electronically.

(f) The city shall either record or prepare a written summary of each public comment and council deliberation made at every public hearing or workshop held pursuant to this article. The city shall make the recording or written summary available to the public within two weeks after the public hearing or workshop.

(g) The council shall establish, and maintain for at least 10 years after the adoption of new council district boundaries, an internet web page dedicated to redistricting. The web page may be hosted on the city's existing internet website or another internet website maintained by the city. The web page shall include, or link to, all of the following information:

(1) A general explanation of the redistricting process for the city in English and applicable languages.

(2) The procedures for a member of the public to testify during a public hearing or to submit written testimony directly to the council in English and any applicable language.

(3) A calendar of all public hearing and workshop dates. A calendar listing that includes the time and location of the public hearing or workshop satisfies the notice required by subdivision (c).

(4) The notice and agenda for each public hearing and workshop.

(5) The recording or written summary of each public hearing and workshop.

(6) Each draft map considered by the council at a public hearing.

(7) The adopted final map of council district boundaries.

(h) For purposes of this section, “applicable language” means any language that is spoken by a group of city residents with limited English proficiency who constitute 3 percent or more of the city’s total population over four years of age for whom language can be determined. Before January 1, 2021, and before January 1 in every year ending in the number one thereafter, the Secretary of State shall post the applicable languages for each city in a conspicuous location on the Secretary of State’s internet website. To determine the applicable languages for each city, in 2020 and in each year ending in the number zero thereafter, the Secretary of State, in consultation with the Statewide Database, shall request a special tabulation from the United States Bureau of the Census of the most recent data on limited English proficiency from the bureau’s American Community Survey that satisfies this subdivision. If the bureau is unable to produce that data, the Secretary of State shall base the Secretary of State’s determination on the table from the American Community Survey enumerating the number of residents with limited English proficiency that has the largest number of languages included, that is publicly available, and that was produced within the previous ten years.

(i) This section does not apply when a city transitions from at-large to district-based elections.

(j) Before January 1, 2021, and before January in each year ending in the number one thereafter, the Secretary of State shall publish on the internet a template explaining the city redistricting process that meets the requirements of paragraphs (1) and (2), inclusive, of subdivision (g). The Secretary of State shall publish the template in all of the languages into which ballots are required to be translated in the state pursuant to subdivision (h). The template shall be published in the same conspicuous location on the Secretary of State’s internet website that is described in subdivision (h). SEC. 26. Section 21629 of the Elections Code is amended to read:

21629. (a) If the council does not adopt council district boundaries by the deadlines set forth in Section 21622, the council shall immediately petition the superior court in the county in which the city is located for an order adopting council district boundaries. If the council does not petition the superior court within five days after the deadline, any resident of the city may file that petition and shall be entitled to recover the resident’s reasonable attorney’s fees and costs from the city for doing so.

(b) (1) Upon finding that a petition filed pursuant to subdivision (a) is valid, the superior court shall adopt council district boundaries in accordance with the criteria set forth in Section 21621, which shall be used in the city’s next regular election. The superior court may also order the adjustment of electoral deadlines as necessary to implement the new council district boundaries in the next regular election.

(2) The superior court may appoint a special master to assist the court with adopting the council district boundaries. The city shall pay the cost for the special master and associated costs.

(3) The superior court or the special master shall hold one or more public hearings before the superior court adopts the council district boundaries.

(4) Subject to the approval of the superior court, the special master may employ redistricting experts or other consultants or counsel, independent experts in the field of redistricting and computer technology, and other necessary personnel to assist them in their work. In addition, the special master may seek the full cooperation of the city in producing and using whatever data, computer models and programs, and technical assistance that was made available to the council and city personnel who are knowledgeable in the mechanics of drafting redistricting legislation. The superior court may assist the special master in securing the necessary personnel and the physical facilities required for their work, and to prepare for the prompt submission to the city of a request for city funding for the necessary expenses of the special master and the special master’s staff.

(5) The council district boundaries adopted by the superior court shall be immediately effective in the same manner as if the court’s order were an enacted resolution or ordinance of the city council.

(c) This section does not apply to a charter city that has adopted in its city charter a different method for adopting city council district boundaries when a redistricting deadline is missed.

SEC. 27. Section 21630 is added to the Elections Code, to read:

21630. If a council assigns the responsibility to recommend or to adopt new district boundaries to a hybrid or independent redistricting commission as defined in Section 23000, the charter city remains subject to the redistricting deadlines, requirements, and restrictions that apply to the council under this article, unless otherwise exempted by law. A redistricting commission described in this section may perform the duties required of a city council under this article.

SEC. 28. Section 23000 of the Elections Code is amended to read:

23000. For purposes of this chapter, the following terms have the following meanings:

(a) "Advisory redistricting commission" means a body that recommends to a legislative body placement of the district boundaries for that legislative body.

(b) "Family member" means a spouse, parent, sibling, child, or in-law.

(c) "Hybrid redistricting commission" means a body that recommends to a legislative body two or more maps for the placement of the district boundaries for that legislative body, where the legislative body must adopt one of those maps without modification, except as may be required to comply with state or federal law.

(d) "Independent redistricting commission" means a body, other than a legislative body, that is empowered to adopt the district boundaries of a legislative body.

(e) "Legislative body" means a county board of supervisors, a city council of a general law city, a governing board of a school district, a governing board of a community college district, or an elected governing board of a special district.

(f) "Local jurisdiction" means a county, general law city, school district, community college district, or special district. "Local jurisdiction" does not include a charter city.

(g) "Redistricting" means either districting or redistricting.

(h) "Spouse" means a spouse or registered domestic partner.

SEC. 29. This act and Division 21 (commencing with Section 21000) of the Elections Code shall not be construed as limiting the ability of a charter city to create an advisory, hybrid, or independent redistricting commission. The amendment of Section 23000 of, and the addition of Section 21630 to, the Elections Code made by this act do not constitute a change in, but are declaratory of, existing law.

SEC. 30. The amendment of Sections 21500 and 21601, and subdivision (a) of Section 21621, of the Elections Code made by this act do not constitute a change in, but are declaratory of, existing law.

## **ELECTIONS CODE – ELEC**

DIVISION 21. STATE AND LOCAL REAPPORTIONMENT [21000 - 23003] ( Division 21 enacted by Stats. 1994, Ch. 920, Sec. 2. )

CHAPTER 6.3. County of Los Angeles Citizens Redistricting Commission [21530 - 21535] ( Chapter 6.3 added by Stats. 2016, Ch. 781, Sec. 1. )

21530. As used in this chapter, the following terms have the following meanings:

(a) "Board" means the Board of Supervisors of the County of Los Angeles.

(b) "Commission" means the Citizens Redistricting Commission in the County of Los Angeles established pursuant to Section 21532.

(c) "Immediate family member" means a spouse, child, in-law, parent, or sibling.

(Added by Stats. 2016, Ch. 781, Sec. 1. (SB 958) Effective January 1, 2017.)

21531. There is, in the County of Los Angeles, a Citizens Redistricting Commission. In the year following the year in which the decennial federal census is taken, the commission shall adjust the boundary lines of the supervisorial districts of the board in accordance with this chapter.

(Added by Stats. 2016, Ch. 781, Sec. 1. (SB 958) Effective January 1, 2017.)

21532. (a) The commission shall be created no later than December 31, 2020, and in each year ending in the number zero thereafter.

(b) The selection process is designed to produce a commission that is independent from the influence of the board and reasonably representative of the county's diversity.

(c) The commission shall consist of 14 members. The political party preferences of the commission members, as shown on the members' most recent affidavits of registration, shall be as proportional as possible to the total number of voters who are registered with each political party in the County of Los Angeles or who decline to state or do not indicate a party preference, as determined by registration at the most recent statewide election. However, the political party or no party preferences of the commission members are not required to be exactly the same as the proportion of political party and no party preferences among the registered voters of the county. At least one commission member shall reside in each of the five existing supervisorial districts of the board.

(d) Each commission member shall meet all of the following qualifications:

(1) Be a resident of the County of Los Angeles.

(2) Be a voter who has been continuously registered in the County of Los Angeles with the same political party or no party preference and who has not changed their political party or no party preference for five or more years immediately preceding the date of their appointment to the commission.

(3) Have voted in at least one of the last three statewide elections immediately preceding their application to be a member of the commission.

(4) Within the 10 years immediately preceding the date of application to the commission, neither the applicant, nor an immediate family member of the applicant, has done any of the following:

(A) Been appointed to, elected to, or have been a candidate for office at the local, state, or federal level representing the County of Los Angeles, including as a member of the board.

(B) Served as an employee of, or paid consultant for, an elected representative at the local, state, or federal level representing the County of Los Angeles. /

(C) Served as an employee of, or paid consultant for, a candidate for office at the local, state, or federal level representing the County of Los Angeles.

(D) Served as an officer, employee, or paid consultant of a political party or as an appointed member of a political party central committee.

(E) Been a registered state or local lobbyist.

(5) Possess experience that demonstrates analytical skills relevant to the redistricting process and voting rights, and possess an ability to comprehend and apply the applicable state and federal legal requirements.

(6) Possess experience that demonstrates an ability to be impartial.

(7) Possess experience that demonstrates an appreciation for the diverse demographics and geography of the County of Los Angeles.

(e) An interested person meeting the qualifications specified in subdivision (d) may submit an application to the county elections official to be considered for membership on the commission. The county elections official shall review the applications and eliminate applicants who do not meet the specified qualifications.

(f) (1) From the pool of qualified applicants, the county elections official shall select 60 of the most qualified applicants, taking into account the requirements described in subdivision (c). The county elections official shall make public the names of the 60 most qualified applicants for at least 30 days. The county elections official shall not communicate with a member of the board, or an agent for a member of the board, about any matter related to the nomination process or applicants before the publication of the list of the 60 most qualified applicants.

(2) During the period described in paragraph (1), the county elections official may eliminate any of the previously selected applicants if the official becomes aware that the applicant does not meet the qualifications specified in subdivision (d).

(g) (1) After complying with the requirements of subdivision (f), the county elections official shall create a subpool for each of the five existing supervisorial districts of the board.

(2) (A) At a regularly scheduled meeting of the board, the Auditor-Controller of the County of Los Angeles shall conduct a random drawing to select one commissioner from each of the five subpools established by the county elections official.

(B) After completing the random drawing pursuant to subparagraph (A), at the same meeting of the board, the Auditor Controller shall conduct a random drawing from all of the remaining applicants, without respect to subpools, to select three additional commissioners.

(h) (1) The eight selected commissioners shall review the remaining names in the subpools of applicants and shall appoint six additional applicants to the commission.

(2) The six appointees shall be chosen based on relevant experience, analytical skills, and ability to be impartial, and to ensure that the commission reflects the county's diversity, including racial, ethnic, geographic, and gender diversity. However, formulas or specific ratios shall not be applied for this purpose. The eight commissioners shall also consider political party preference, selecting applicants so that the political party preference of the members of the commission complies with subdivision (c).

(Amended by Stats. 2020, Ch. 107, Sec. 1. (SB 158) Effective September 18, 2020.)

21533. (a) A commission member shall apply this chapter in a manner that is impartial and that reinforces public confidence in the integrity of the redistricting process.

(b) The term of office of each member of the commission expires upon the appointment of the first member of the succeeding commission.

(c) Nine members of the commission shall constitute a quorum. Nine or more affirmative votes shall be required for any official action.

(d) (1) The commission shall not retain a consultant who would not be qualified as an applicant pursuant to paragraph (4) of subdivision (d) of Section 21532.

(2) For purposes of this subdivision, "consultant" means a person, whether or not compensated, retained to advise the commission or a commission member regarding any aspect of the redistricting process.

(e) Each commission member shall be a designated employee for purposes of the conflict of interest code adopted by the County of Los Angeles pursuant to Article 3 (commencing with Section 87300) of Chapter 7 of Title 9 of the Government Code.

(Added by Stats. 2016, Ch. 781, Sec. 1. (SB 958) Effective January 1, 2017.)

21534. (a) The commission shall establish single-member supervisorial districts for the board pursuant to a mapping process using the following criteria as set forth in the following order of priority:

(1) Districts shall comply with the United States 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 federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et seq.) or allowable by law.

(2) Districts shall comply with the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et seq.).

(3) Districts shall be geographically contiguous.

(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) To the extent practicable, and where this does not conflict with paragraphs (1) to (4), inclusive, districts shall be drawn to encourage geographical compactness such that nearby areas of population are not bypassed for more distant areas of population.

(b) The place of residence of any incumbent or political candidate shall not be considered in the creation of a map. Districts shall not be drawn for purposes of favoring or discriminating against an incumbent, political candidate, or political party.

(c) (1) The commission shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

(2) Before the commission draws a map, the commission shall conduct at least seven public hearings, to take place over a period of no fewer than 30 days, with at least one public hearing held in each supervisorial district.

(3) After the commission draws a draft map, the commission shall do both of the following:

(A) Post the map for public comment on the Internet Web site of the County of Los Angeles.

(B) Conduct at least two public hearings to take place over a period of no fewer than 30 days.

(4) (A) The commission shall establish and make available to the public a calendar of all public hearings described in paragraphs (2) and (3). Hearings shall be scheduled at various times and days of the week to accommodate a variety of work schedules and to reach as large an audience as possible.

(B) Notwithstanding Section 54954.2 of the Government Code, the commission shall post the agenda for the public hearings described in paragraphs (2) and (3) at least seven days before the hearings. The agenda for a meeting required by paragraph (3) shall include a copy of the draft map.

(5) (A) The commission shall arrange for the live translation of a hearing held pursuant to this chapter in an applicable language if a request for translation is made at least 24 hours before the hearing.

(B) For purposes of this paragraph, an “applicable language” means a language for which the number of residents of the County of Los Angeles who are members of a language minority is greater than or equal to 3 percent of the total voting age residents of the county.

(6) The commission shall take steps to encourage county residents to participate in the redistricting public review process.

These steps may include:

(A) Providing information through media, social media, and public service announcements.

(B) Coordinating with community organizations.

(C) Posting information on the Internet Web site of the County of Los Angeles that explains the redistricting process and includes a notice of each public hearing and the procedures for testifying during a hearing or submitting written testimony directly to the commission.

(7) The board shall take all steps necessary to ensure that a complete and accurate computerized database is available for redistricting, and that procedures are in place to provide to the public ready access to redistricting data and computer software equivalent to what is available to the commission members.

(8) The board shall provide reasonable funding and staffing for the commission.

(9) All records of the commission relating to redistricting, and all data considered by the commission in drawing a draft map or the final map, are public records.

(d) (1) The commission shall adopt a redistricting plan adjusting the boundaries of the supervisorial districts and shall file the plan with the county elections official before August 15 of the year following the year in which each decennial federal census is taken.

(2) The plan shall be effective 30 days after it is filed with the county elections official.

(3) The plan shall be subject to referendum in the same manner as ordinances.

(4) 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 described in subdivisions (a) and (b).

(Amended by Stats. 2017, Ch. 561, Sec. 52. (AB 1516) Effective January 1, 2018.)

21535. A commission member shall be ineligible for a period of five years beginning from the date of appointment to hold elective public office at the federal, state, county, or city level in this state. A commission member shall be ineligible for a period of three years beginning from the date of appointment to hold appointive federal, state, or local public office, to serve as paid staff for, or as a paid consultant to, the Board of Equalization, the Congress, the Legislature, or any individual legislator, or to register as a federal, state, or local lobbyist in this state.

(Amended by Stats. 2017, Ch. 561, Sec. 53. (AB 1516) Effective January 1, 2018.)