

**PROFESSIONAL SERVICES AGREEMENT**  
**[Demographic Services]**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made at Orange, California, as of \_\_\_\_\_, 2021 ("Effective Date") by and among the CITY OF ORANGE, a municipal corporation ("City") and NATIONAL DEMOGRAPHICS, INC., a California corporation ("Contractor"), who agree as follows:

**1. Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City, the summary of services set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best and highest professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

**2. Compensation and Fees.**

**a.** Contractor's total compensation for all services performed under this Agreement, shall not exceed FIFTY FIVE THOUSAND DOLLARS and 00/100 (\$55,000.00) without the prior written authorization of City.

**b.** The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

**3. Payment.**

**a.** As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

**b.** All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

**c.** City will pay Contractor the amount invoiced within thirty (30) days of approval of all deliverables.

**d.** Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

**4. Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, and adjustment of the compensation to be paid by City to Contractor.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and subcontractors, if any, shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those persons designated in Exhibit "A", if any, shall perform work provided for under this Agreement provided that it is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has had the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Contractor agrees to commence the work provided for in this Agreement within three (3) days of the date herein above stated and to diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

**12. Reserved.**

**13. Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

**14. Products of Contractor.** The documents, reports, studies, technical data, logs, files, evaluations, assessments, maps, plans, designs, materials, manuals and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

**15. Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

**a.** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

**b.** Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

**c.** Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

**16. Conflicts of Interest.** Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

**17. Indemnity.**

**a.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under worker’s compensation acts and other employee benefit acts with respect to Contractor’s employees or subcontractor’s employees arising out of Contractor’s work under this Agreement; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at Contractor’s own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this Subsection 17.a(2), and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this Subsection.

**b.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to this Agreement.

**c.** Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

**d.** The indemnitees set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

**18. Insurance.**

**a.** Contractor shall carry workers’ compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any worker's compensation benefits under any City program.

**b.** Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) Two Million Dollars (\$2,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Consultant. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

**c.** Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Consultant. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

**d.** Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

**e.** Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance, which endorsement shall be on Insurance Services Office, Inc. Form CG 20 10 10 01. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured.

**f.** Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of Two Million Dollars (\$2,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

**g.** The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

**h.** Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

**i.** Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to

conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best's Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best's rating.

**j.** Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

**k.** Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

**l.** Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**19. Termination.** City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

**20. Maintenance and Inspection of Records.** In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

**21. Compliance with all Laws/Immigration Laws.**

**a.** Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

**b.** Contractor represents and warrants that Contractor:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

**c.** Contractor shall require all subcontractors to make the same representations and warranties as set forth in Subsection 21.b.

**d.** Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

**e.** Contractor shall require all subcontractors to make the same verification as set forth in Section d.

**f.** If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

g. Contractor agrees to indemnify and hold City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of the Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

**22. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

**23. Integration.** This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

**24. Notice.** Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within 3 days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

National Demographics, Inc.  
P.O. Box 5271  
Glendale, CA 91221  
Attn.: Douglas Mark Johnson

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866-1591  
Attn.: Gary A. Sheatz, City Attorney

Telephone No.: 818-254-1221  
E-Mail Address: djohnson@ndcresearch.com

Telephone No.: 714-744-5580  
E-Mail Address: gsheatz@cityoforange.org

**25. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

**[Remainder of page intentionally left blank; signatures on next page]**

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

**“CONTRACTOR”**

**“CITY”**

NATIONAL DEMOGRAPHICS, INC.  
a California corporation

CITY OF ORANGE, a municipal corporation

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Mark A. Murphy, Mayor

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FROM:  
  
\_\_\_\_\_  
Gary A. Sheatz, City Attorney

**\*NOTE:** *The City requires the following signature(s) on behalf of the Contractor:*  
-- *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*  
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

**EXHIBIT "A"**

**EXECUTIVE SUMMARY PROPOSAL**

[Beneath this sheet.]



A Proposal to  
City of Orange  
for Demographic Services

By National Demographics Corporation  
Douglas Johnson, President

November 12, 2020



National Demographics Corporation

November 12, 2020

Bonnie Hagan  
Assistant City Manager/Community Services Director  
City of Orange  
230 E. Chapman Avenue  
Orange, California 92866

Dear Hagan,

Thank you for the opportunity to provide this proposal to Orange. NDC has more than 40 years of experience districting and redistricting hundreds of cities, school districts and other local jurisdictions across California, including the City's initial move to by-district elections and the districting and redistricting of numerous other cities and school districts in the region (a full client list is available at [www.ndcresearch.com/clients/](http://www.ndcresearch.com/clients/)). We welcome the opportunity to bring the firm's expertise and skills to assist the City.

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

The attached proposal consists of a brief introduction; specific proposed project elements and options; timeline and cost information; conclusion; and signature section. NDC looks forward to working with you on this effort. Please call or email anytime if you have any questions, concerns, or requests regarding this proposal.

Sincerely,

A handwritten signature in black ink that reads "Douglas Johnson". The signature is fluid and cursive, written over a light blue horizontal line.

Douglas Johnson  
President



National Demographics Corporation

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## National Demographics Corporation



### Brief History of National Demographics Corporation

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

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

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





## National Demographics Corporation

### Company Philosophy

#### Professionalism

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

#### Partnership

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

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

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

#### Local Leadership and NDC's Non-Partisan Approach

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



## National Demographics Corporation

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

### **Openness**

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

### **Public Engagement**

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

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



## National Demographics Corporation

### The NDC Team

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

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

### Public Engagement

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

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

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



## National Demographics Corporation

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

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

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

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

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

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

Sample Public Participation Mapping Tool

## Public Participation Kit

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

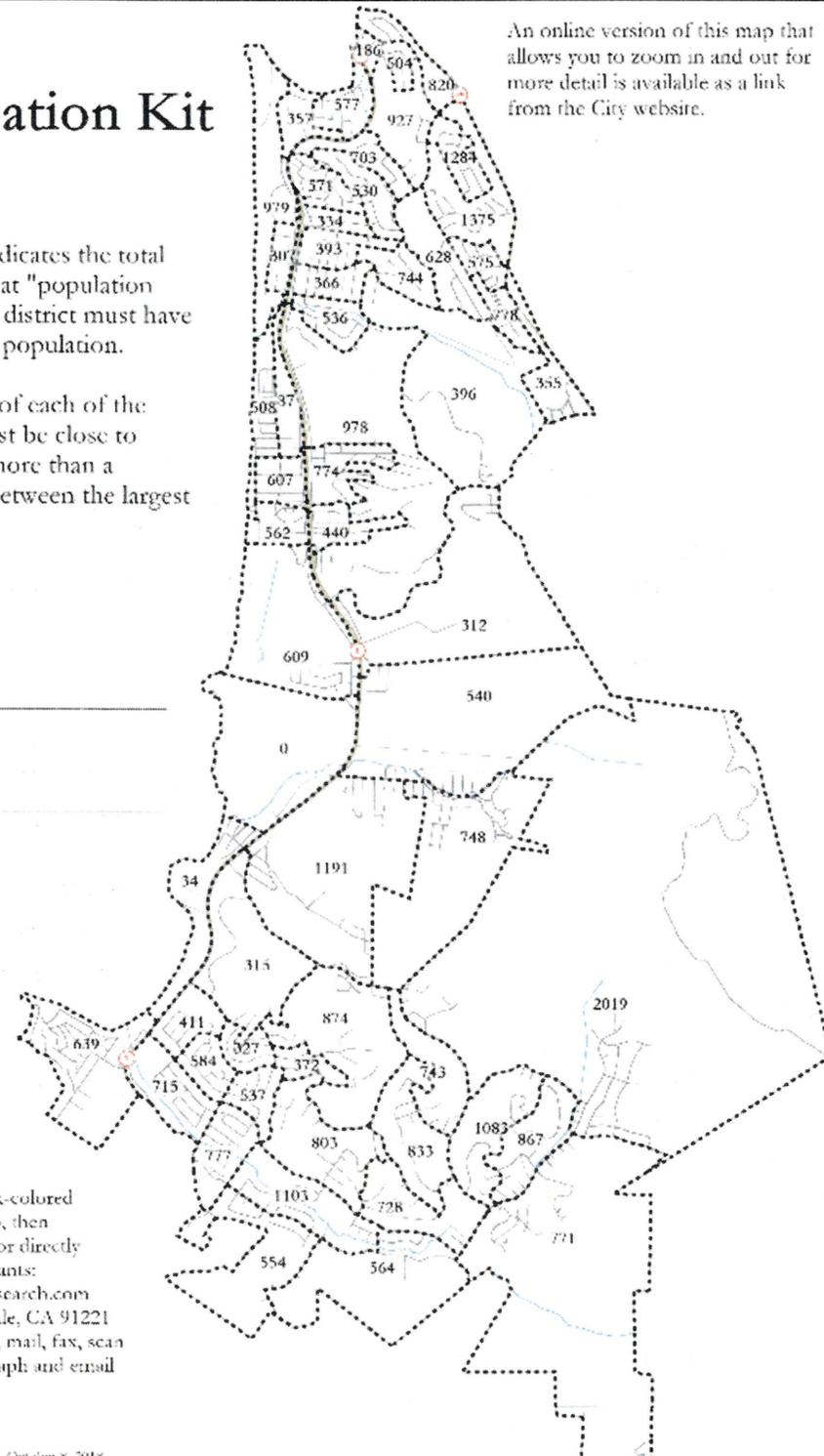
The population of each of the five districts must be close to 7,447, with no more than a 745 difference between the largest and smallest.

Name: \_\_\_\_\_

Phone or email: \_\_\_\_\_

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

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

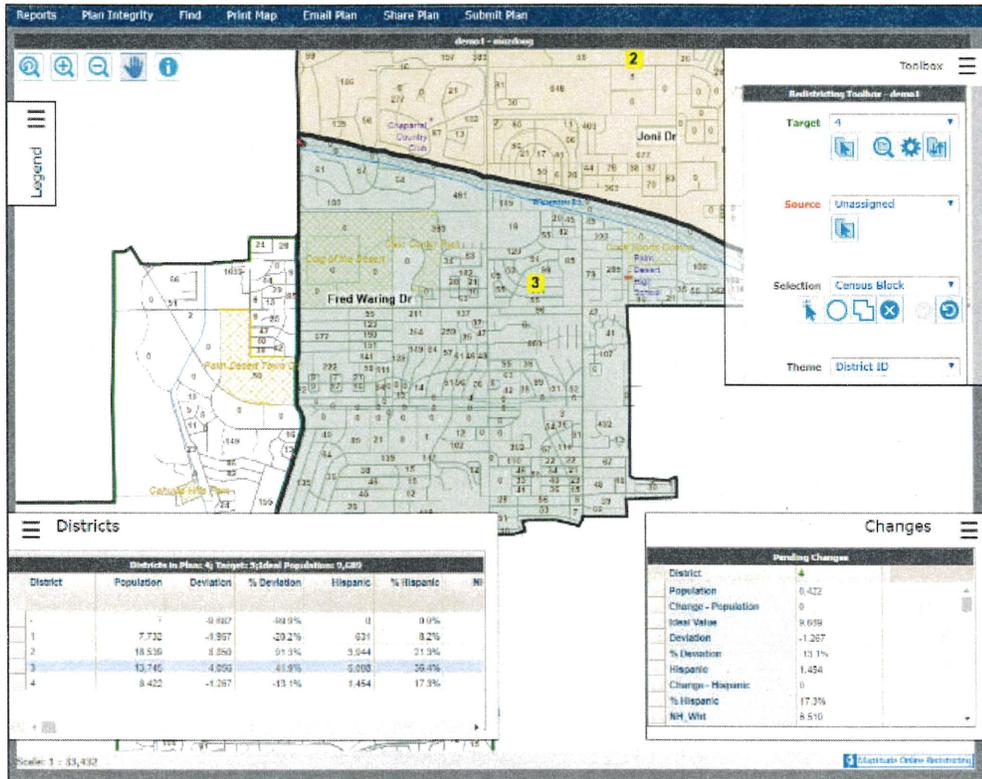


National Demographics, October 8, 2018

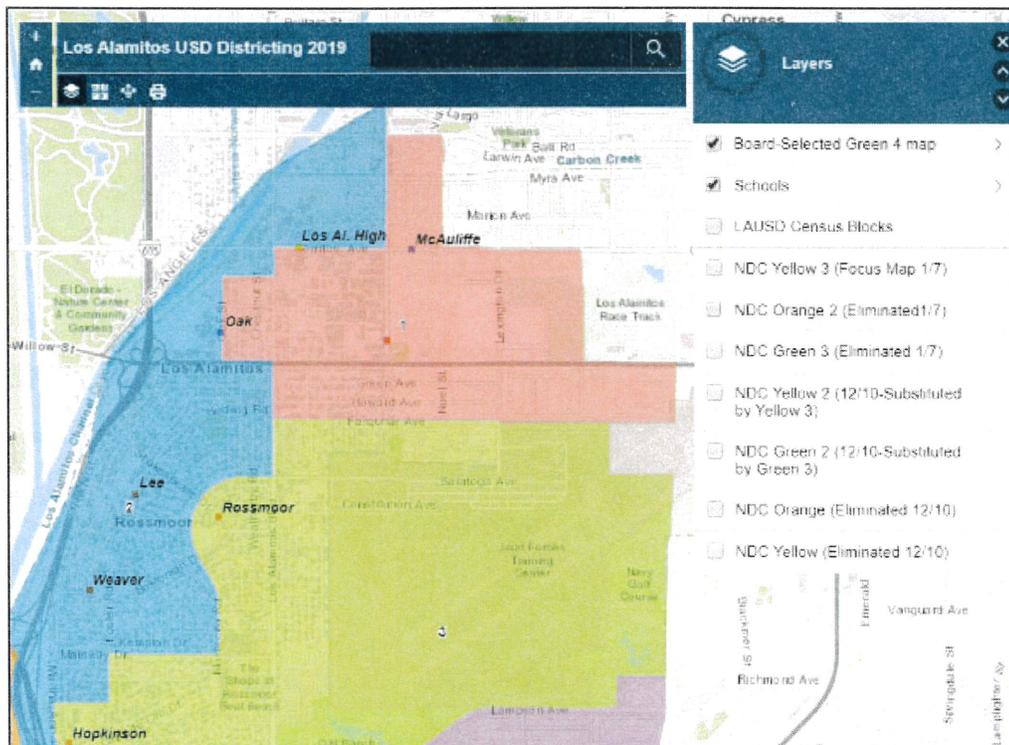
◆2016 CALIPER

# National Demographics Corporation

## Sample Online Mapping Tool



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





## National Demographics Corporation

### Impeccable References

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

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

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

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

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

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

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

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

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

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

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

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

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

Ms. Randi Johl, Director of Legislative Affairs/City Clerk. City of Temecula. 41000 Main Street. Temecula, CA 92590. 951-694-6444. Randi.Johl@temeculaca.gov.



## National Demographics Corporation

### Project Scope of Work

This section covers the vast majority of projects. There are, however a few exceptions where the existing election areas remain population balanced and compliant with all state and federal requirements (see the “Still Balanced” section below for how NDC handles those projects.

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

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

#### January – March, 2021: Project Planning and Initial Outreach

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



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### April –June, 2021: Initial Data Analysis and Ongoing Outreach

- h. Census data released and California Statewide Database completes “prison adjustments” of the data.
- i. NDC adds socio-economic data from the Census Bureau’s American Community Survey to the state demographic data.
- j. NDC matches the demographic database to the existing election areas.
- k. NDC prepares a memo regarding the demographics and compliance with state and federal criteria of the existing election areas, including maps of “protected class” population concentrations and other socio-economic data often referenced in redistricting (such as income, education levels, children at home, language spoken at home, renters / home owners, and single-family / multi-family residences).
- l. NDC Memo is circulated to the jurisdiction and into the project outreach messaging.

### June – July, 2021: First Hearing

(Or multiple initial hearings or hearings and forums, if the jurisdiction wishes to hold more than one hearing and/or public forums prior to the release of draft maps.)

- m. NDC presents an overview of the redistricting laws and criteria, jurisdiction demographics, and the population balance of the existing election areas and their compliance (or possible lack thereof) with state and federal requirements.
- n. If the existing election areas are in compliance with state and federal rules and balanced, the jurisdiction decides whether to stop at this “Still Balanced” point or to continue with a standard redistricting.
- o. The project timeline and outreach plan are presented to the public for comments and feedback, along with a request to the public to provide guidance on what residents consider key neighborhoods, communities of interest, and other project-related regions in the jurisdiction.
- p. If the optional public mapping tools and/or Public Participation Kit are included in the project, their use is demonstrated to the public.



## National Demographics Corporation

- q. Outreach efforts continue with messaging to the public, with special focus on community groups with an interest in the redistricting.

### **August – September, 2021: Draft Mapping Time**

- r. Outreach efforts continue with messaging reminding the public of the opportunity to provide written or mapped input on how the maps should be drawn, and welcoming any maps residents with to submit.
- s. If the optional public mapping tools and/or Public Participation Kit are included in the project, NDC provides email and phone support for any residents with questions regarding their use.
- t. If the optional public mapping tools and/or Public Participation Kit are included in the project, at the jurisdiction's option additional public forums on the use of those tools can be provided.
- u. The public deadline for submitting any initial draft maps will be approximately seven days prior to the official deadline to post all draft maps online (to provide NDC time to process any draft maps received, and for NDC to develop our own two to four initial draft maps).
- v. All outreach channels are used to inform the public about the opportunity to submit draft maps and to encourage participation in the review of the upcoming draft maps.

### **October – November, 2021: Initial Map Review and Direction**

- w. NDC processes all public draft map submissions, drafts NDC's draft maps, summarizes all of the draft maps. The maps, related demographics, and summaries are provided by NDC in web-friendly formats. These process maps are posted on the project website and on the NDC-provided interactive review map.
- x. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the draft maps.
- y. The jurisdiction holds a hearing to review the draft maps, narrow down the list of initial draft maps, and provide direction on any desired new or revised maps.
- z. Two to three weeks are needed for the public to submit any new maps and for NDC to provide maps based on the direction at the hearing. During this



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time, additional outreach is conducted to inform interested residents and community groups of the selected ‘focus maps’ and the remaining opportunities to participate in the process.

**January – February, 2022: Map Adoption**

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

**Project Pricing**

- 1. **Basic Project Elements** (covers everything except for per-meeting and optional expenses): ..... \$ 32,500
- 2. **Per-Meeting expense:**
  - In-person attendance, per meeting ..... \$ 2,750
  - Virtual (telephonic, Zoom, etc.) attendance, per meeting ..... \$ 1,250

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

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



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3. Optional Project Elements:

- a) Project website ..... \$ 4,000
- b) Online mapping tool .....not yet determined \*
- c) Public Participation Kit mapping tool:
  - i. With online mapping tool.....included at no additional charge
  - ii. Without online mapping tool..... \$ 4,000
- d) Working with independent or advisory redistricting commission ..... no additional charge
- e) Additional outreach assistance.....separately contracted

\* Caliper is currently re-evaluating the cost of their tool; NDC is talking to ESRI about a less-expensive and faster-to-setup version of their tool; and NDC is talking to other potential online tool providers that may provide less expensive options. At the time your jurisdiction is ready to begin the project, NDC will provide an update on the online mapping tools available with a review of the power, accuracy, ease of use, and cost for each.

**Other Potential Project-Related Expenses:**

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

**Additional Analysis**

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

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

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



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### Exception: "Still Balanced" Jurisdictions

For a few jurisdictions, the existing election areas will still meet the equal population and voting rights act requirements using new 2020 Census data and the requirements of California's new "Fair Maps" law. These jurisdictions have the option simply retain the existing map without drawing and holding hearings on alternative maps. For jurisdictions electing this approach, the project would conclude with that decision and the only project expense would be the "still balanced" analysis expense and any per-meeting fees (at the per-meeting rates stated above).

Includes all the services listed below: ..... \$ 2,250

- Compile total population and Citizen Voting Age Population data.
- Import existing election area lines.
- Compile population data by election area and calculate population deviations and prepare memo summarizing findings.



## Details of Optional Project Elements

### Advisory or Independent Redistricting Commissions

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

### Outreach Assistance

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

For larger-scale outreach efforts, especially where jurisdictions wish to send representatives out to regular meetings of existing community organizations, NDC typically works together with a jurisdiction’s in-house communications staff and/or with one or more outreach organizations. We have a number of firms we recommend, and we would be happy to work with any in-house team at the jurisdiction or with any firm or organization the jurisdiction selects. Projects with this level of outreach are relatively rare, as most projects can be handled by the jurisdiction’s existing communications team using the samples, templates and advice NDC provides.

### Project Website

NDC provides all project materials in website-friendly formats for posting on the jurisdiction’s website. At no cost, NDC will provide project website samples and website language for use on the jurisdiction’s project website. But for jurisdictions that prefer not to take on the challenge of creating and managing a rapidly-changing project website, NDC will create, host, and update project website (visit to see one such site – though note that site was created prior to passage of the new AB849 requirements).



## National Demographics Corporation

**CITY OF LAKE FOREST**  
DECEMBER 20, 1991

Select Language

Search... Q

WELCOME SCHEDULE DRAFT MAPS DRAW A MAP CONTACT FAQ RESOURCES

### Home

The City Council is asking for your help planning our City's change to by-district Council elections. Lake Forest, like over 60 cities and 150 school districts across the state, is making a change in how voters elect the City Council.

Beginning in 2018, City Council members will be elected district by district, instead of the current at-large citywide elections in which all voters have the ability to vote for all City Council seats.

We need your help to make this change!

The primary goal when drawing Council election districts is to draw lines that keep neighborhoods together. So the Council wants to know: what do you consider the boundaries of your neighborhood?

**On October 3rd, the Council selected five "focus" maps, numbered 109, 110, 115, 116 and 128. On November 7th, the Council requested eight new variations on "focus" maps 116 and 128. All of these maps are all available on the "Draft Maps" page.**

More information will be posted to this page as the process moves forward.

### Next Steps

**Tuesday, December 5** (Regular Council Meeting)  
Council hearing to solicit "input regarding the content of the draft maps and the proposed sequence of elections." Council selection of a map and introduction of ordinance.

**Tuesday, December 19** (Regular Council Meeting)  
Second reading and final adoption of ordinance.

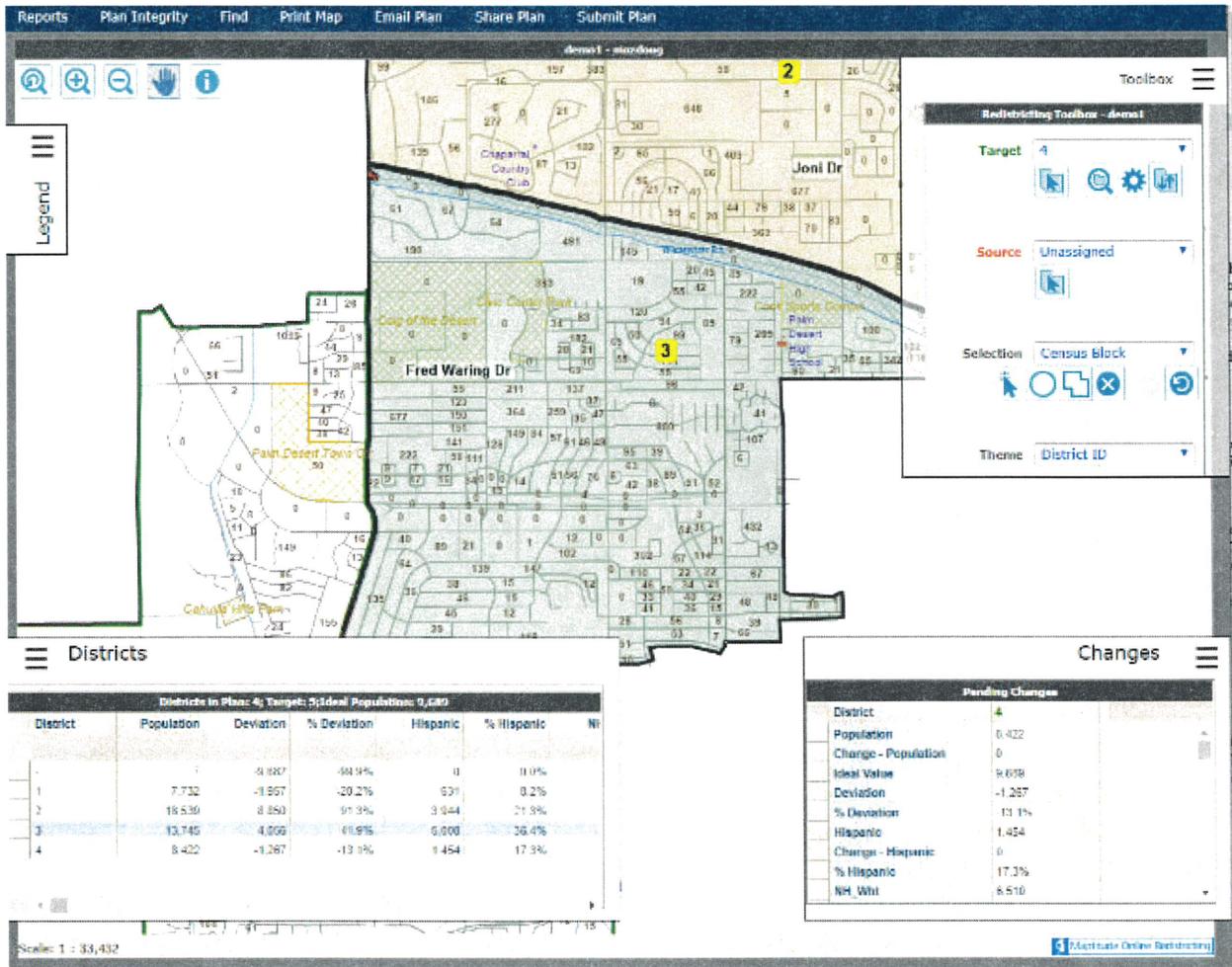
Copyright 2020. City of Lake Forest. All Rights Reserved.

## Background on Online Mapping Tool Options

NDC is the unmatched leader in redistricting tools that empower residents to review draft maps and to develop and submit their own map proposals. NDC is the only firm that has used the online mapping solutions from both ESRI and Caliper Corporation in major redistricting projects. And only NDC has repeatedly trained members of the public, processed public map submissions, and presented the public map proposals to public hearings and commission meetings. NDC's online mapping tool options provide user support, hosting, managing, and processing submitted plans for an online interactive system that allows public to draw and submit proposed maps through a standard web browser.

## National Demographics Corporation

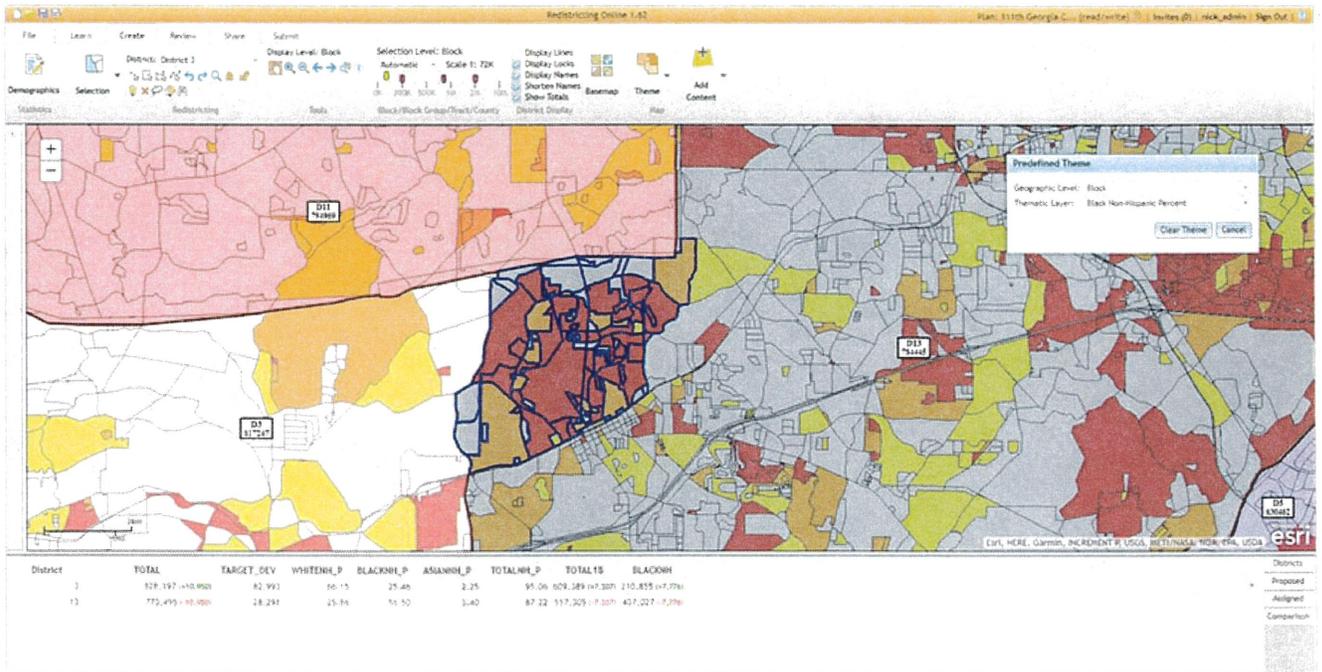
In the more than 200 California local districting projects between 2012 and 2020, NDC is the only consultant providing clients access to Caliper Corporation’s “Maptitude Online Redistricting” tool. Even with the technical challenges arising from such tools’ power and flexibility, NDC’s training and encouragement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





## National Demographics Corporation

The other primary public mapping tool currently on the market is ESRI’s online districting tool. While easy to use, the ESRI product currently takes a month or more to deploy and typically costs significantly more. As a result, traditionally only the largest jurisdictions with lots of project startup time have been able to use it. The features and pricing of both products are currently being updated for 2021, and other vendors are working on potential additional options.



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

## National Demographics Corporation

### Paper- and Excel-based Public Mapping Tools

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

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

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

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

### Public Participation Kit

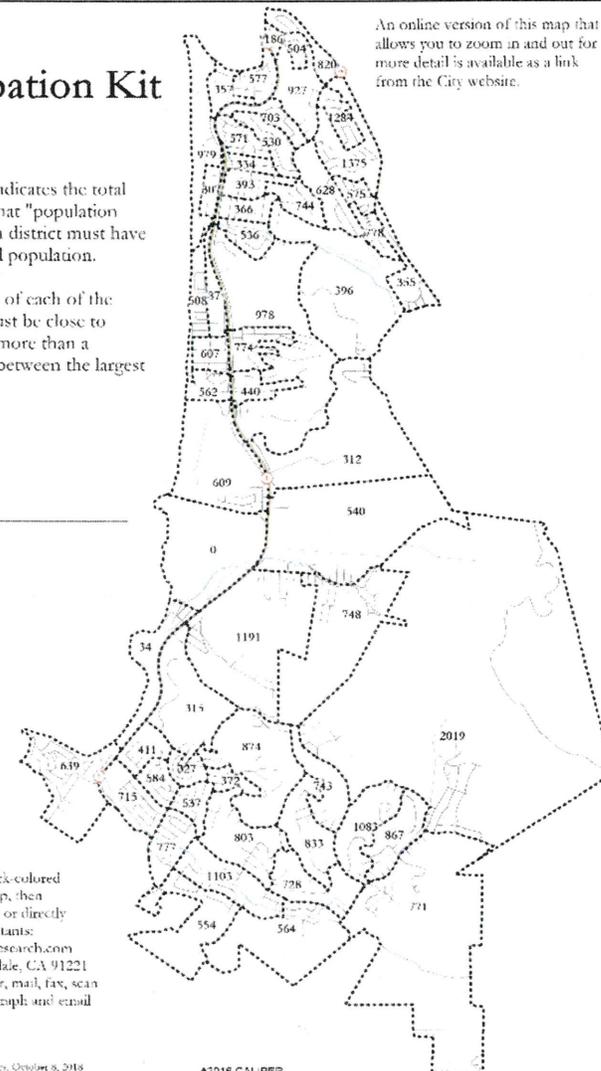
Each number indicates the total population of that "population unit" area. Each district must have essentially equal population.

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

Name: \_\_\_\_\_

Phone or email: \_\_\_\_\_

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



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

© National Demographics, October 8, 2015 #2016 CAL PER



## National Demographics Corporation

### Requested Payment terms:

NDC requests that one-half of the “Basic Project Elements” fee, or the entire “Still Balanced” project fee be paid following the decision on which project will be undertaken, with the balance of the project costs paid at the conclusion of the project.

### Conclusion

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

NDC has more experience in the field of municipal political election systems than any other company.

NDC’s experience and expertise has been recognized by our hundreds of clients, the California League of Cities, the California School Board Association, the California Special District Association, and the National Conference of State Legislatures.

NDC, founded in 1979, has a demonstrated record of financial solvency.

NDC’s hardware and software resources were specially designed and acquired for districting and redistricting purposes.

NDC’s highly respected personnel have impeccable credentials in each aspect of the districting and redistricting processes.

NDC’s suggested approach has been tested in many jurisdictions.

Any NDC client can be contacted for testimonials and reference.

NDC has demonstrated experience over many years in working with the press and media on local election system issues.

Neither the Justice Department nor any Court has ever rejected any of the hundreds of local government districting or redistricting plan submitted by NDC.

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

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



## National Demographics Corporation

### Proposal Acceptance

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

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

Thank you.

For National Demographics Corporation

For City of Orange

\_\_\_\_\_  
Douglas Johnson, President

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Appendix

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

A client list and resumes of all NDC team members are available at [www.ndcresearch.com/about-us/](http://www.ndcresearch.com/about-us/).

## Douglas Mark Johnson

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

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

### Employment

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

### Education

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

### Academic Honors

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

### Publications and Articles

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

### Speaker or Panelist

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

## Douglas Mark Johnson

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Justin Mark Levitt

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

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

### Employment

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

### Education

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

### Academic Honors

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

### Publications and Conference Presentations

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

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

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

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

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

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

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

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

## Justin Mark Levitt

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

### Working Papers

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

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

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

### Teaching Experience

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

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

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

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