



To: Chula Vista 2020 Redistricting Commission
From: Chula Vista 2015 Districting Commission
Subject: Report on Best Practices

Recommendation: This Report, including all attachments, should be provided to the 2020 Redistricting Commission prior to its Inaugural Meeting.

Introduction: Historically, the 2015 Chula Vista Districting Commission (“Districting Commission”) was the first insofar as it created the first boundaries to elect members to the City Council by electoral district. However, the 2020 Chula Vista Redistricting Commission (“Redistricting Commission”) will also be the first of its kind. It will be an independent commission vested with the sole and exclusive authority to propose a plan to the Chula Vista City Council that specifies *“changes to the boundaries of the council districts.”*

The bylaws (Article IV, section 3) adopted by the Districting Commission on November 10, 2014 provide that “[b]efore the current Commission disbands, it shall prepare a set of written recommendations, based on the Commission’s experience, for the 2020 Redistricting Commission. These recommendations will be kept with other records of the Commission’s work with the Office of the City Clerk.” In compliance with this provision, the Districting Commission has prepared the current report on behalf of the Redistricting Commission in order to help the latter with its mission.

Background: On March 25, 2014, the Chula Vista City Council approved Ordinance No. 3305, establishing the procedures for creation of a Districting Commission. Interested and eligible residents were invited to apply by April 17, 2014, and over 20 did so. From among these, the Chula Vista Charter Review Commission interviewed 14 on July 29-30, 2014, and narrowed the list to 10. From that pool, four were randomly chosen. In turn, those four selected three others from the remaining 10. The selections were

based on knowledge, experience and diversity of gender, ethnicity and geography. Appointments of all seven were confirmed by the City Council on August 12, 2014.

Analysis: After being appointed, the Districting Commission held its initial meeting on September 11, 2014. At that time, the Commission elected its Chairperson and Vice-Chairperson and received training on the Brown Act and other related matters. Subsequently, the Commission held its regular meetings in the Council Chambers each month. These meetings were televised via webcast.

RECOMMENDATION: City staff should conduct extensive public outreach to ensure that the candidate pool is geographically diverse, as required by the City Charter. While it may not be possible, depending on the candidate pool, the Commission membership should be composed of at least one person from each Council District.

STRONG FOUNDATION

You will need a strong foundation upon which to build your commission. We appointed subcommittees at the first full meeting of the Commission. We perhaps could have gotten off to a smoother start had we scheduled a special meeting to address subcommittee reports prior to the next regular meeting. At our inaugural meeting, we were surprised to see that the City had already sent out the Requests for Proposals for the mapping consultant. While timing was an issue and city staff was merely being proactive, the Commission felt that we should be involved in the process from start to finish.

RECOMMENDATION: Address certain items as quickly as possible and assign subcommittees to address issues such as timelines, budget, bylaws, and Request for Proposals ("RFP) for the hiring of consultants.

RECOMMENDATION: Be involved in the consultant selection process throughout the entire process (ex: drafting the RFP and contract scope of work, interviewing the preferred vendors).

BUDGET SUBCOMMITTEE

Initially, the Commission was allocated \$75,000 to conduct its affairs. The cost for the contract with the mapping consultant ended up being \$68,000, leaving only \$7,000 for public outreach, staff overtime and other related hard costs. Consequently, the Commission, by a unanimous vote, requested a budget increase of \$55,500 for a total of \$135,500 (including \$5,000 contingency) to enable the Commission to hire an outreach consultant to assist its efforts in undertaking a robust public outreach/communications campaign. This request was presented to the City Council on December 16, 2014, but was denied due to a lack of four affirmative votes. On January 27, 2015, the City Council reconsidered the budget increase at which time it was presented the Draft Framework of the Outreach/Communications Strategic Work Plan developed by the Commission.

The budget request was subsequently approved. With this budget increase, an open bid process was conducted by City staff for the outreach consultant.

Translation services are not only valuable to the residents of Chula Vista but may be required by law. Keep in mind that translation costs will be needed for both verbal and written translations.

Video recording of the Districting Commission meetings (at \$400 per meeting) initially came from the Districting Commission budget but was later covered by the city.

RECOMMENDATION: If necessary, lobby vigorously at the early stages of the process for an adequate budget to address all hard costs. The revised budget of \$135,500, should be used as a baseline for discussion and analysis.

RECOMMENDATION: The total budget should include funds to provide for administrative staff support to augment that provided by existing City staff. Examples of duties would include preparing meeting minutes, commission reports, drafting contracts, updating communication logs, etc. This will alleviate the burden placed on City staff as well as the Commission Chair.

BYLAWS SUBCOMMITTEE

In order to maximize transparency and minimize outside political influences, the Districting Commission adopted a set of bylaws. The bylaws were drafted by the Bylaws Subcommittee and approved by the Districting Commission.

The fact that these bylaws occasioned little if any controversy after their adoption suggests that they worked well. In particular, we would like to call favorable attention to Article III (Communications). Section 2 of this article (public disclosure of communications by Commission members with representatives of organizations or interest groups) occasioned considerable debate before its adoption, but little if any thereafter. Other articles also operated with few or no problems, except that it proved impractical to maintain accurate tallies of attendance at meetings (Article IV, section 1), and so these were not included in the minutes. Article V, section 2 (suspension of the bylaws) and section 3 (amendments to the bylaws) weren't needed, but could well be in the future.

RECOMMENDATION: Adopt similar bylaws of the Districting Commission. For violations of the bylaws, add a penalty clause such as censure or, for a grievous violation, recommend to the City Council possible removal from the Commission.

Any action in this regard should be by majority vote and in compliance with existing provisions of the Municipal Code.

CONSULTANT RFP SUBCOMMITTEE

The Districting Commission bifurcated the consultancy RFP to allow the Commission to select the mapping and outreach consultants separately. Our initial RFP contemplated choosing one consultant for both purposes.

RECOMMENDATION: Separate the mapping and outreach consultant contracts. In choosing the outreach consultant, conduct a vetting process that will strike a balance between having consultants with a detailed knowledge of Chula Vista, and having consultants who are free of local entanglements that might compromise objectivity (which may be revealed by the contract disclosure documents).

STRATEGIC PLAN (TIMELINE) SUBCOMMITTEE

At the beginning, the Districting Commission established a clear timeline in order to ensure that deadlines were adhered to. While the Commission completed its mission as it had originally scheduled, since meetings were first held only once a month, it took a while to get up to speed.

RECOMMENDATION: Schedule two Redistricting Commission meetings a month to start. Later, when it is time to do public workshops, schedule multiple workshops in one week to maintain public interest and keep travel costs (if any) low for the mapping consultant.

ASSISTANCE

The Districting Commission found the assistance from city staff invaluable. Specifically, the Communications Director and the Assistant City Attorney contributed countless hours (many after-hours) to make sure that the process was the best that it could be.

Through an open bid process conducted by City staff, the consulting firm of Q2 Data and Research, LLC was selected by the Commission to serve as the mapping consultant. This firm had substantial experience and had recently been hired by the City of Escondido to assist the Independent Districting Commission in creating its City Council district maps. The Q2 contract was subsequently approved by the City Council.

The firm of Southwest Strategies, LLC was selected by the Commission for public outreach. The firm was paid \$36,000 for its services. An additional \$8,000 was paid to a subcontractor for translation services in multiple languages at the ten public workshops. In conjunction with the Communications Director and an Outreach Subcommittee, Southwest Strategies took care of:

- media purchases
- media interviews
- collateral material (professionally translated into Spanish)
- public outreach workshop schedule
- public outreach workshop location reservations
- professional Spanish translating services during public workshops

RECOMMENDATION: Adopt a similar Outreach/Communications Strategic Work Framework to guide the Commission, consultant and City staff in its efforts to promote and ensure robust community involvement (as discussed further in this report).

PROCESS

Initial Tasks

The first regular Districting Commission meeting was held in the Police Station's conference room but this location was criticized for lack of adequate parking, for the fact that front doors were locked during the meeting, and for the fact that some residents stated that they felt intimidated by the location.

We initially considered holding regular meetings in other kinds of venues, but soon realized that Council chambers provided a neutral location that is well known, provides adequate free parking, can handle large crowds and is set up for audio and video recording of meetings. Special meetings (workshops) to elicit public testimony, on the other hand, were held in various parts of the city, both during the evening on weekdays and during the day on two Saturdays.

We began our work at a time when the City website was undergoing major reconstruction. Despite herculean effort by the Webmaster, this slowed down the process of making materials available. Additionally, it made accessing key documents harder to find on the City's website dedicated to the Redistricting Commission. It should be possible for visitors to the Commission's home page to be a click or tap away from such things as the Commission bylaws, and public comments (including maps submitted by individuals and groups). As it was, these documents could be found only by going through often extensive meeting materials.

While the interactive Google map made available on the Commission website was helpful for the general public to identify communities of interest, it was of limited value in drawing district lines. Individuals and groups with independent access to the necessary software might enjoy disproportionate influence. Appropriately, such individuals and

groups are not subject to constraints applying to Commissioners regarding partisanship or impact on specific candidates. However, in the interest of transparency, and to prevent forbidden considerations from entering through the back door, everything feasible should be done to level the playing field.

RECOMMENDATION: Hold regular “standing” meetings in Council chambers and, if possible, start the regular meetings at 6:00 p.m. While no time is suitable for everyone, this time seemed to work fairly well for commissioners and public alike in balancing attendance at meetings with work and family obligations.

RECOMMENDATION: As soon as it is practicable, ask the City Attorney’s Office to give a training session on the Brown Act, Ethics and other training required of Chula Vista Advisory Commissions.

RECOMMENDATION: Request that the City set up the Redistricting Commission website as soon as possible and be designed to promote easy access and transparency to the greatest degree possible.

RECOMMENDATION: Ask the mapping consultant (when hired) to give a training session on redistricting fundamentals (ex: Federal Voting Rights Act, etc.).

RECOMMENDATION: Ask the mapping consultant to provide high quality user-friendly mapping tools that can be used by Commissioners and members of the public prior to mapping meetings. If the mapping software can be provided at low cost (based on licensing agreement), the software should be made available for home use by all concerned.



Public Workshops / Community Outreach

The Districting Commission held two series of five public workshops throughout the city limits. In each series, two workshops were held on the west-side while three were held on the east-side of the city. Translation services were made available in Spanish, Filipino, Chinese and Vietnamese at all ten workshops. The dates, times, and locations of these workshops were as follows:

Phase I

- April 7 Bonita Vista Middle School @ 6:00pm
- April 8 Parkway Women’s Center @ 6:00pm
- April 9 Otay Ranch Library School @ 6:00p
- April 11 MAAC Charter School @ 9:00am
 Greg Rogers Elementary @ 3:00pm

Phase II

- May 12 Bonita Vista Middle School @ 6:00pm
- May 13 Rosebank Elementary @ 6:00pm
- May 14 Camarena Elementary @ 6:00pm
- May 16 MAAC Charter School @ 9:00am
 Greg Rogers Elementary @ 3:00pm

While most venues (i.e., Bonita Vista Middle School, MAAC Charter School, Rosebank Elementary School, Camarena Elementary School, and Greg Rogers Elementary School) worked well, there were a couple of exceptions. Parking for the meeting held at the Parkway Women’s Center proved inadequate. Seating was insufficient at the Otay Ranch Library Hub. Also, at this last location, management of the Otay Ranch Town

Center would not allow posting of signs directing people to the meeting location, probably causing a number to arrive late.

The primary objective of the Phase I Public Workshops was to solicit public testimony on the identification of Communities of Interest (COIs); which is one of the criteria set forth in the City Charter. During the workshops, the Commission received testimony on a wide array of COIs identified throughout the City, including various themes for both the east and west side Chula Vista. The mapping consultant used that testimony to create the COIs. *It should pointed out that a Community of Interest (COI) could be created or identified based on the testimony of only one or individual or the collective testimony of 50 people with the testimonies of both given equal weight.*

Toolkits were made available to workshop participants in the above-listed languages as well as in English. The toolkits consisted of history and process overview, instructions and forms to identify, formulate and submit communities of interest (COIs), contact information, and frequently asked questions (FAQs).

On April 23 & 24, 2015, the Commission held Special Meetings to deliberate on the formation of the Draft Districting Plan.

The primary objective of the Phase II Public Workshops was to solicit public testimony on the Draft Districting Plan and its impact on previously identified communities of interest.

On June 8, 2015, the Commission held a Special Meeting to deliberate on the formation of the Recommended Districting Plan. Public testimony was provided by all interested parties present. As before, the City Attorney, in consultation with Q2, provided a memorandum with suggested guidelines regarding the process for creating the Recommended Districting Plan, including the assignment of numbers.

On June 11, 2015, the Commission reconvened its Special Meeting to deliberate on the assignment of numbers to the districts of the Recommended Districting Plan. As provided in Section 300.5(K)(2) of the City Charter, beginning 2016, Council Districts 3 and 4 are to transition to the by-district election process. Council Districts 1 and 2 are to transition to the by-district election process in 2018.

RECOMMENDATION: Continue the practice of holding two series of public workshops (consisting of no less than five public workshops each) in diverse locations in ADA-compliant facilities throughout Chula Vista. Ensure a four-week break between adoption of Draft Districting Plan and second series of public workshops.

RECOMMENDATION: Seek advice and data from the San Diego County Registrar's Office in providing translation services in appropriate languages at all workshops and in written collateral materials.

RECOMMENDATION: Encourage written and oral public testimony in the Native language of participants. Ensure simultaneous English translation for Commissioners. Additionally, work with the outreach consultant to translate to English written and oral public testimony given or submitted in other languages.

RECOMMENDATION Spend some effort on clarifying, for the public and the Commission itself, the definition of Communities of Interest (COIs), and the means of identifying them. Use the workshops as fact-finding missions but keep in mind that COI public testimony is just one factor (among several) that you will use in deciding where to draw the lines, as required by the City Charter.

RECOMMENDATION: In the interest of respecting privacy concerns, make clear to those commenting at workshops that testimony will be recorded in audio and video form, broadcast over local cable television, and available on the City website. This should be done in a low key manner so that the effect is to inform rather than to intimidate. In his or her introductory comments at workshops, the Commission Chair might simply note that the meeting is being recorded and will be available on the website.

RECOMMENDATION: Make clear to all concerned throughout the process that the proceedings will be guided by two main principles: transparency and inclusiveness.

RECOMMENDATION: Carefully weigh the pros and cons of having more than one Draft Districting Plan for review and comment by the general public. This matter received extensive discussion by the Commission and City staff. . After much debate, the Districting Commission decided to go with one draft map. The Redistricting Commission should have this same discussion early on the process.

Attachments:

Final report to the City Council, dated June 24, 2015
Bylaws
Final Budget
Mapping and Outreach Consultant Contract Scope of Work
Outreach/Communications Strategic Framework
Mapping and Outreach Consultant RFPs
Attendance at workshops
Number of people using translation services at workshops



To: Chula Vista City Council
From: Chula Vista Districting Commission
Subject: **Recommended Districting Plan**

Recommendation: City Council adopt the Recommended Districting Plan submitted by the Districting Commission.

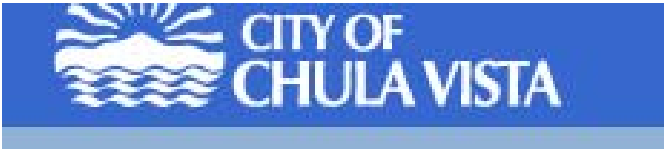
Introduction: Pursuant to Section 300.5(G)(5) of the City Charter, this report describes the process, criteria and evidence used by the Districting Commission in its preparation of the Recommended Plan.

Background: The Districting Commission held its Inaugural Meeting on September 11, 2014 at the Police Department Headquarters. At that time, the Commission elected its Chairperson and Vice-Chairperson and received training on the Brown Act and other related matters. Since the Inaugural Meeting, the Commission has held its Regular Meetings in the Council Chambers each month thereafter. These meetings have been televised via webcast. At these meetings, the Commission has received testimony from past members of the California Districting Commission and the Escondido Districting Commission, developed its by-laws, received reports from assigned Subcommittees¹ on such matters as the Commission's budget, public outreach and RFPs for the hiring of the mapping and outreach consultants, as well as received training on the Voting Rights Act, etc.

Through an open bid process conducted by City staff, the consulting firm of Q2 Data and Research, LLC was selected by the Commission to serve as the mapping consultant. This firm has substantial experience and was recently hired by the City of Escondido to assist the Independent Districting Commission in creating its City Council district maps. The Q2 contract was subsequently approved by the City Council.

Initially, the Commission was allocated \$75,000 to conduct its affairs. The cost for the Q2 contract was \$68,000, leaving only \$7,000 for public outreach, staff overtime and other related costs. Consequently, the Commission, by a unanimous vote, requested a budget increase of \$55,500 to enable the Commission to hire an outreach consultant to assist its efforts in undertaking a robust public outreach/communications campaign. This request was presented to the City Council on December 16, 2014, but was denied due to a lack of four affirmative votes. On January 27, 2015, the City Council reconsidered the budget increase at which time it was presented the Draft Framework of the Outreach/Communications Strategic Work Plan developed by the Commission. The budget request was subsequently approved. With this budget increase, an open bid

¹ It should be noted that the Commission invited representatives from the community non-profit organizations mentioned in this report to provide input at the Subcommittee meetings.



process was conducted by City staff for the outreach consultant. The firm of Southwest Strategies, LLC was selected by the Commission. The firm was paid \$36,000 for its services. An additional \$8,000 was paid for translation services at the 10 public workshops.

Analysis

Public Outreach/Communications--

The Districting Commission held two series of five public workshops throughout the city limits. In each series, two workshops were held on the west-side while three were held on the east-side of the city. Translation services were made available in Spanish, Filipino, Chinese and Vietnamese at all ten workshops. Provided below is a table listing the date, time and location of these workshops:

April 7	April 8	April 9	April 11
Bonita Vista Middle School @ 6:00pm	Parkway Women's Center @ 6:00pm	Otay Ranch Library – Hub @ 6:00pm	MAAC Charter School @ 9:00am Greg Rogers Elementary @ 3:00pm
May 12	May 13	May 14	May 16
Bonita Vista Middle School @ 6:00pm	Rosebank Elementary @ 6:00pm	Camarena Elementary @ 6:00pm	MAAC Charter School @ 9:00am Greg Rogers Elementary @ 3:00pm

Toolkits were made available to workshop participants in the above-listed languages as well as in English. The toolkits consisted of history and process overview, instructions and forms to identify, formulate and submit communities of interest (COIs), contact information, and frequently asked questions (FAQs). Provided as Attachment E are the performance metrics of Outreach/Communications Strategic Work Plan.

Development of Draft Plan--

The primary objective of the Phase I Public Workshops was to solicit public testimony on the identification of communities of interest (COIs); which is one of the criteria set forth in the City Charter. During the workshops, the Commission received testimony on a wide array of COIs identified throughout the City, including various themes for both the east and west side Chula Vista.



**CITY OF CHULA VISTA
DISTRICTING COMMISSION**

June 24, 2015 Meeting

Agenda Item:

On the east, the principal COI presented to the Commission was the Asian Pacific American Cultural Economic (APACE) Corridor. This identified Corridor begins from Greg Rogers Elementary down to East Palomar Street eastward to La Media and northward to Bonita Vista Middle School. A centerpiece of the *APACE Corridor* was Southwestern Community College. Considerable testimony (e.g., oral, written and via petition) was provided by representatives of Asian/Pacific Islander (API) non-profits² and residents of Chula Vista in support of the APACE Corridor.

On the west, several COIs were presented addressing the southwest section of the city. Principal among these was the former 3.5 square miles of unincorporated area formerly known as *Montgomery* which was annexed by the City in 1986. Considerable testimony (e.g., oral and written) was provided by members of the Southwest Civic Association and residents of this community.

On April 23 & 24, 2015, the Commission held Special Meetings to deliberate on the formation of the Draft Districting Plan based on these COIs, and the criteria enumerated in the Charter. Public testimony was provided by all interested parties present. At the April 23rd meeting, a map and corresponding report was formally introduced by a group called the Neighborhood Unity Districting Coalition. This Coalition is composed of non-profit representatives³ and residents of Chula Vista. The City Attorney, in consultation with Q2, provided a memorandum with suggested guidelines regarding the process for creating the Draft Districting Plan. These guidelines, along with others recommended by the Chairperson, were approved by the Commission. Q2 displayed various maps based on the COIs and assisted the Commission in the development and evaluation of a series of “preliminary” maps. The Commission attempted to develop two Draft Districting Plans for consideration by the general public during the Phase II public workshops. However, the Commission later opted, on a vote of 5-2, to approve only one Draft Plan. Provided as Attachment B, is the Draft Districting Plan that was approved by a 6-1 vote of the Commission for dissemination to the general public. The districts were distinguished solely by color.

Development of Recommended Plan—

² The community-based non-profits include the Asian Pacific American Coalition of San Diego County (APAC); Council for Teaching Filipino Language and Culture (FTFLC); Filipino American Educators Association of San Diego County (FILAMEDA); Pilipino American Youth Organization (PAYO); Office of the Honorary Philippine Consulate General, San Diego; National Federation of Filipino American Associations, Region X; Council of Philippine American Organizations of San Diego County – Civic Education & Policy Advocacy Network (CEPA NET) and Southwestern Center of Asian Pacific American Law (SCAPAL).

³ The community-based non-profits include Alliance of Californians for Community Empowerment (ACCE), Asian Pacific American Labor Alliance (APALA), Black American Political Association of California (BAPAC) and Center on Policy Initiatives (CPI).



**CITY OF CHULA VISTA
DISTRICTING COMMISSION**

June 24, 2015 Meeting
Agenda Item:

The primary objective of the Phase II Public Workshops was to solicit public testimony on the Draft Districting Plan and its impact on previously identified communities of interest. During the workshops, members of the API community who supported the APACE Corridor introduced a modification to the Draft Districting Plan which included one additional census block (1054). The inclusion of this census block would incorporate the area designated for the proposed university campus planned for Chula Vista. The Neighborhood Unity Districting Coalition introduced a modified version of its original map that incorporated elements of the Draft Districting Plan as well. Considerable testimony was provided by residents of Chula Vista including by many in support of these maps. Testimony in favor of these maps included oral and written testimony as well as petitions.

On June 8, 2015, the Commission held a Special Meeting to deliberate on the formation of the Recommended Districting Plan. Public testimony was provided by all interested parties present. As before, the City Attorney, in consultation with Q2, provided a memorandum with suggested guidelines regarding the process for creating the Recommended Districting Plan, including the assignment of numbers.

During its deliberations, the Commission considered a new "alternative" map that was introduced by Commissioner Goddard. The map differed from the publicized Draft Districting Plan. The Commission considered the map but, ultimately, it did not garner the five votes necessary to advance it to the City Council as the Recommended Districting Plan. Some of the concerns voiced during the Commission's discussion of the map were: 1) its being so different from the publicized Draft Plan and its introduction late in the process might necessitate the Commission reconvening additional meetings to receive further public testimony at additional costs; and 2) the process could delay submission of the Recommended Plan to the City Council.

Consequently, the Commission returned to considering proposed modifications to the Draft Districting Plan. After lengthy discussion and compromise on behalf of all interested parties, the Commission, by a vote of 5-2, approved the Recommended Districting Plan which is provided as Attachment C to this report. Provided as Attachment A is a dissenting statement by Commissioner Goddard on the selection of the Recommended Plan.

The Draft and Recommended Plans are based on the 2010 decennial census data and conform to the requirement of no greater than $\pm 5\%$ deviation between districts. In the development of both Plans, the Commission also considered the Citizen Voting Age Population (CVAP) which comes from the annual American Community Survey. A breakdown of these statistics is provided in Attachment D.

In adopting the Recommended Districting Plan, the Commission found that it conformed to the criteria set forth in Charter Section 300(5)(F), specifically that the boundaries:

1. Result in districts that have reasonably equal populations;
2. Be geographically compact and contiguous; and
3. Follow visible natural and man-made features, street lines and/or City boundary lines whenever possible; and
4. Respect communities of interest to the extent practicable; and
5. Be drawn without regard for advantage or disadvantage to incumbents or challengers; and
6. Be drawn without regard for advantage or disadvantage to any political party.

On June 11, 2015, the Commission reconvened its Special Meeting to deliberate on the assignment of numbers to the districts of the Recommended Districting Plan. As provided in Section 300.5(K)(2) of the City Charter, beginning 2016, Council Districts 3 and 4 are to transition to the by-district election process. Council Districts 1 and 2 are to transition to the by-district election process in 2018.

During the meeting, three possible options were presented to the Commission by the City Attorney. They included pure, controlled and informed randomness. The City Attorney explained the legal parameters governing the Commission within each option. The Commission determined that, based on public testimony received by the Commission during the 10 workshops and Commission meetings, there was a compelling basis to ensure that the southwestern district (blue) and the southeastern district (green) be the first to have representatives elected to the Council. As a result, the Commission voted 6-1 to assign numbers 3 and 4 to those districts, randomly. Accordingly, the green and blue districts were randomly designated districts 3 and 4, respectively. The Commission then randomly assigned numbers 1 and 2 to the purple (northeast) and orange (northwest), respectively.

Conclusion: Pursuant to Section 300.5(F), the Recommended Plan fully complies with the criteria set forth therein. Principal among these are: reasonably equal populations; compactness and contiguity; boundaries that follow visible natural and man-made features, and street lines; and respecting communities of interest – *to the extent practicable*. Additionally, the boundaries were drawn and numbers assigned by the Commission with no regard to incumbents, challengers or political parties.

Attachments

- A – Dissenting Opinion by Commissioner Goddard
- B – Draft District Plan
- C – Recommended Plan
- D – Statistical Breakdown for Draft and Recommended Districting Plans.
- E – Outreach/Communications Strategic Work Plan Performance Metrics

**ATTACHMENT A
DISSENTING STATEMENT OF
COMMISSIONER CHERYL GODDARD**

June 17, 2015

I dissent from the Commission's decision to approve the Recommended Districting Plan, attached as Exhibit A to Resolution 2015-005 because, *I believe*, the Recommended Districting Plan does not adhere to respecting communities of interest to the extent practicable as outlined as a criterion per Charter section 300.5F.

From the onset of the districting process, the Commission stressed the importance of public outreach and solicitation of comments and testimony from Chula Vista residents defining their communities of interest. The Commission regarded this process component so highly that on December 16, 2014 (Item 20), City staff and the Commission requested a budget increase of \$55,500 from \$75,000 to \$130,500 in order to undertake a robust and more inclusive community outreach efforts. This item was continued to January 23, 2015 (Item 9) where the budget increase was approved. The increased budget allowed for 10 public workshops and secured multi-lingual translation services to provide simultaneous translation at all 10 public outreach workshops. City staff along with the outreach consultant, Southwest Strategies, heavily publicized the districting process which resulted in receiving nearly 300 comments during the public commenting/testimony period.

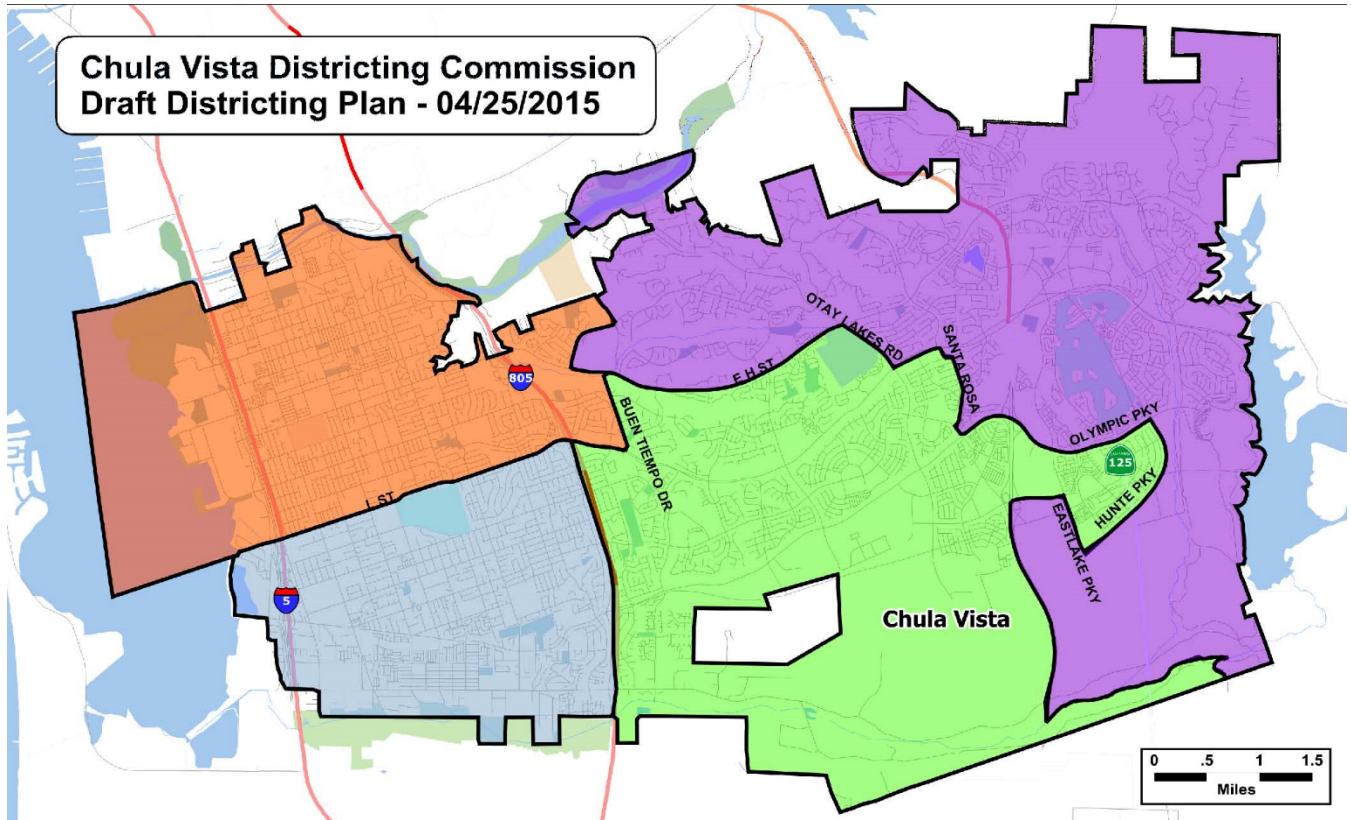
Of the nearly 300 comments received, there were two main groups that brought forward proposed district lines for eastern Chula Vista. One was the Asian Pacific Islander community and the other was the Neighborhood Unity Coalition. During the June 8th Districting Commission meeting, the Commission's goal was to modify the Draft Districting Plan dated April 25, 2015 based on comments and testimony received after the release of the Draft Plan. I attended all 10 public workshops, Districting Commission meetings, and reviewed all public comments received since the formation of the Commission. Upon review of all testimony and public comments received, I proposed district lines that I believe respected the communities of interest to the extent practicable. This proposed district map received a vote of 4-3 to move forward as the Recommended Districting Plan. As we needed five votes to affirm the motion, the motion failed. The Commission then considered the proposed Neighborhood Unity Coalition map and modified the map to combine some aspects of the Asian Pacific Islander proposed map. This modified Neighborhood Unity Coalition map received a vote of 5-2 and was approved as the Recommended Districting Plan.

The Recommended Districting Plan splits communities of interest heard by a number of community members including 1) Keep the Rancho Del Rey community whole (including Rancho Del Rey Middle School, Southwestern College, and Voyager Park), 2) Rancho Del Rey is unique from Eastlake, and 3) Windingwalk and Eastlake interests are similar. I believe the proposed Neighborhood Unity Coalition and Asian Pacific Islander maps were too heavily relied upon for drawing the districting lines resulting in the process not respecting the communities of interests of those community members who provided testimony and comments as individuals and not as an organized group.

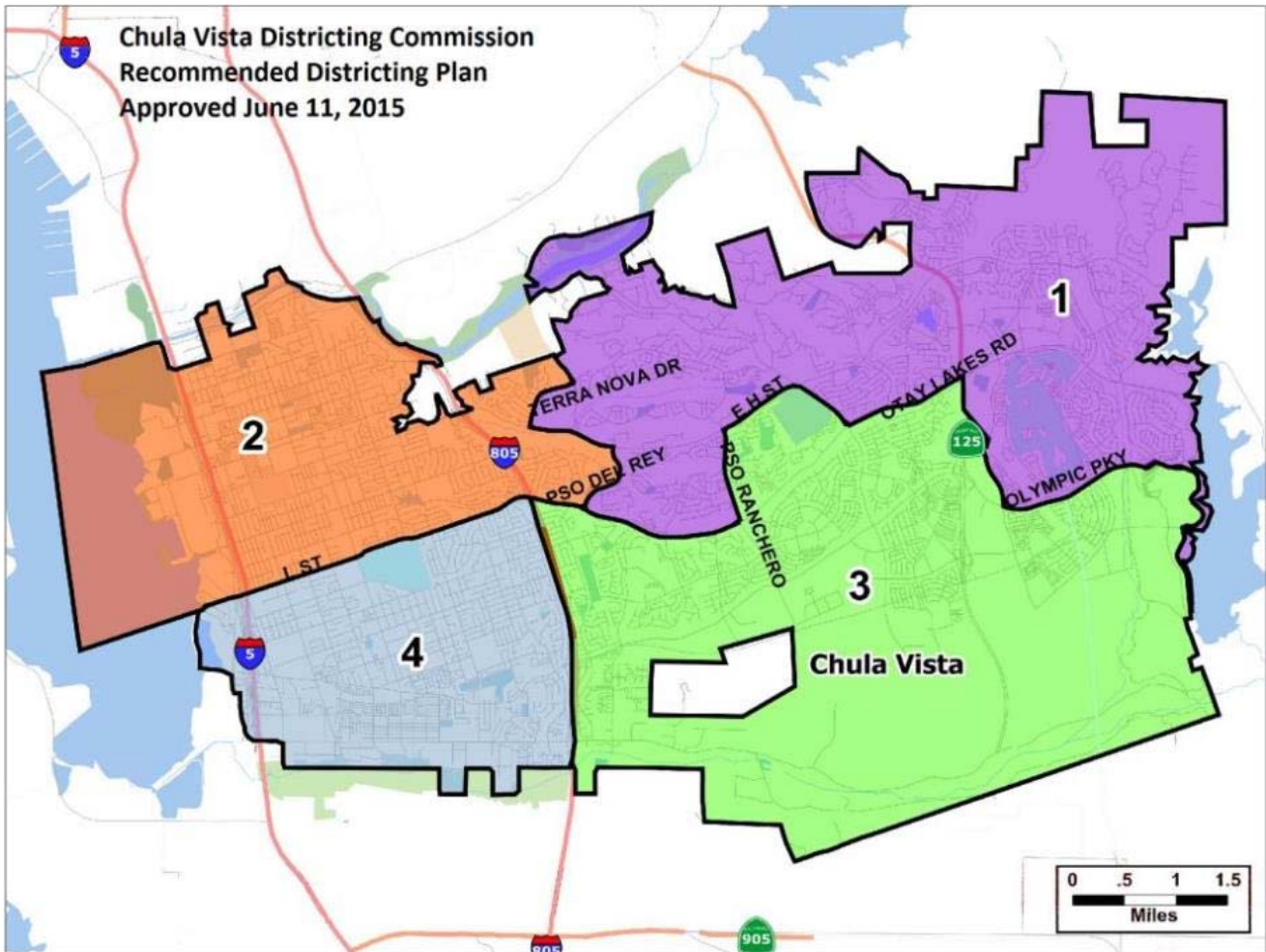
Understanding that "respecting communities of interest to the extent practicable" is a subjective matter, I do agree that the Recommended Districting Plan meets all other criterion set forth under Charter section 300.5F.

Commissioner Korey agrees with this dissenting comment as it relates to map boundaries and its impact on communities of interest.

ATTACHMENT B
DRAFT DISTRICTING PLAN



ATTACHMENT C RECOMMENDED DISTRICTING PLAN



ATTACHMENT D STATISTICAL BREAKDOWN OF DRAFT AND RECOMMENDED DISTRICTING PLANS

Chula Vista Districting Commission										
Draft Districting Plan – District Statistics										
District	Total Population	% Deviation	%Latino	%Asian	%Black	%White	% Latino CVAP	% Asian CVAP	% Black CVAP	% White CVAP
GREEN	61,656	1.11%	47.06%	26.43%	5.43%	18.86%	39.98%	25.65%	5.42%	26.56%
PURPLE	61,952	1.60%	46.96%	21.53%	4.84%	24.73%	42.18%	20.95%	7.08%	28.33%
BLUE	60,966	-0.02%	75.68%	5.18%	3.44%	14.11%	67.86%	5.53%	3.46%	21.96%
ORANGE	59,342	-2.68%	63.74%	6.53%	4.14%	23.75%	51.66%	7.96%	5.20%	33.72%

Data Sources:
 (1) 2010 Census Redistricting Data [P.L. 94-171] Summary File, U.S. Census Bureau
 (2) 2009 - 2013 American Community Survey - 5 Year Estimates

Chula Vista Districting Commission										
Recommended Districting Plan – District Statistics										
District	Total Population	% Deviation	% Latino	% Asian	% Black	% White	% Latino CVAP	% Asian CVAP	% Black CVAP	% White CVAP
GREEN	60,384	-0.98%	46.47%	27.29%	5.66%	18.29%	40.15%	26.31%	6.15%	24.94%
PURPLE	62,401	2.33%	47.46%	20.94%	4.67%	25.05%	41.82%	20.67%	6.44%	29.63%
BLUE	60,966	-0.02%	75.68%	5.18%	3.44%	14.11%	67.86%	5.53%	3.46%	21.96%
ORANGE	60,165	-1.33%	63.58%	6.59%	4.11%	23.87%	51.66%	8.02%	5.16%	33.70%

Data Sources:
 (1) 2010 Census Redistricting Data [P.L. 94-171] Summary File, U.S. Census Bureau
 (2) 2009 - 2013 American Community Survey - 5 Year Estimates

ATTACHMENT E OUTREACH/COMMUNICATIONS STRATEGIC WORK PLAN PERFORMANCE METRICS

WORKSHOPS

- 10 public workshops held: five workshops were held in April; five workshops were held in May
- 300+ participated in workshops with 242 people signing in.

Translation Services

All printed materials were provided in English, Spanish, Filipino, Chinese and Vietnamese. Simultaneous translation in Spanish, Filipino, Chinese and Vietnamese was provided at all 10 public workshops.

COMMENTS

Nearly 300 comments – includes written comments or COI maps received, those who signed petitions, and those who provided Public Testimony

ADVERTISING

Advertising was featured in various publications to promote each series of workshops. The publications were selected to reach the variety of communities in Chula Vista.

Publications:

- Star News
- Voice and Viewpoint
- El Latino
- Filipino Press
- Epoch Times
- Asian Journal
- Nguoi Viet Today
- Our Hometown

MEDIA OUTREACH/COVERAGE

Press Releases

- Media Advisory re: public input workshops (April)
- Media Advisory re: line drawing workshops (April)
- Press Release Draft Districting Plan released (April)
- Star News Op-Ed authored by Jerome Torres and Rey Monzon (April)
- Media Advisory: public input workshops (May)
- Media Advisory Finalizing Recommended Plan (June)
- Press Release: Recommended Plan Developed (June)

Media Coverage

- January 9 – *El Latino*, Discuten presupuesto
- January 29 – *Union Tribune*, C.V. Voting district panel gets new member
- January 30 – *Star News*, New commissioner
- March 7 – *Star News*, Coalition's Aim is to influence representation
- March 20 – *San Diego Free Press*, Chula Vista Transitions to District Elections
- April 2 – *Union Tribune*, Feedback sought on CV's districting
- April 10 – *La Prensa*, Chula Vista Districting Commission Public Workshops Scheduled
- April 11 – *Star News*, Residents voice interests in forum on district boundaries
- April 15 – *El Latino*, Minima participacion
- April 21 – *Star News*, Choose to participate in guiding Chula Vista history by Jerome Torres and Rey Monzon
- April 25 – 92.5 radio program – Commissioner Bill Richter
- April 30 – Univision radio program – Commissioner Bernardo Vasquez
- April 30 – 10News segment with Joe Little – Chair Jerome Torres
- April 30 – *El Latino*, Respetar diversidad
- May 1 – *Union Tribune*, Voting district map open for review
- May 2 – *Star News*, Board & public closer to drawing dividing lines
- May 12 – Univision 17 KBNT – Suzy Villegas, Southwest Strategies
- May 15 – *Star News*, Residents chime in over ways to divide City
- May 19 – *El Latino*, Oportunidad historic
- June 7 – *Union Tribune*, New voting districts get final look
- June 17 – *El Latino*, Notables diferencias
- June 17 – *Union Tribune*, Commission Oks plan for city's council districts
- June 18 – *El Latino*, ¡Hacen historia! Miembros de la comunidad de Chula Vista al presentarse Plan de Distritación Recomendado!
- June 20 – *Star News*, Lines drawn, map to council

SOCIAL MEDIA

Robust social media program on Twitter and Facebook

Twitter: 45 tweets (all were retweeted) from April – June resulted in estimated 15,750 impressions

Facebook: 33 Facebook Posts. Reach 280,000

Facebook ad created to promote May workshops

- Posted for one week May 6 - 16
- Resulted in 2,254 clicks to the website
- Targeted Chula Vista ZIP codes.
- Reached 28,000 residents

WEBSITE

A dedicated webpage was established to include all Districting Commission information at www.chulavistaca.gov/districting. The webpage was updated frequently and users could select from a variety of languages for translation. Information included:

- Districting background information
- Meeting and workshop information
- Districting toolkits in five languages – posted in April then updated in early May after draft Districting Plan developed
- Maps: Draft Districting Plan, Recommended Plan, and interactive map displaying draft and recommended boundaries, colors and numbers
- Public Comment form
- Districting FAQ
- Districting Commissioners information
- Map and Comment form posted on Districting web page for easy viewing in all five languages.
- Web page visitors – March to June – 4,577

OUTREACH AND ANNOUNCEMENTS

- City and Library newsletters distributed information before both workshop series – 24,000 emails for each distribution
- City's Community Connection (3,000 emails) newsletter featured information monthly (Mar – June)
- Promoted workshops in March insert in City trash bill (distributed to 55,000 households)
- Sixty-eight member ambassador team conducted outreach to community and business groups
- Email newsletter sent to ambassadors and re-sent to thousands of others
- Email blasts sent to parents at CVESD and SUHSD
- PTAs (32) and ELACS (31) received information; presentations at several meetings
- Rosebank Elementary printed fliers and sent home with students
- Coalition members distributed outreach information
- Districting flyers and regular updates distributed to La Voz email database, composed of 6,000 community leaders in Chula Vista and the San Diego region
- South Bay Community Services CEO forwarded LA Voz Newsletter to her entire staff
- Outreach to South County EDC and South County Albondigas
- San Ysidro Health Services outreach workers distributed information in Chula Vista

- Presentations/Events:
 - Chula Vista Collaborative
 - CEPANET meeting
 - Black American Political Association (BAPAC)
 - Filipino Educators Meeting
 - Unity Coalition Meeting
 - Council for Teaching Filipino Language & Culture
 - Chula Vista State of the City Address outreach
 - Third Avenue Village Street Fair
 - Day of the Child
 - Councilmember Pat Aguilar Third Thursday Breakfast
 - Sweetwater Women's Club
 - Chula Vista Kiwanis
 - Eastlake Business Association
 - May and June - First Friday Breakfast announcements

CITY OF CHULA VISTA DISTRICTING COMMISSION BYLAWS

ARTICLE I: GENERAL

Section 1. The *Chula Vista Municipal Code* (Section 2.25.170) provides that “[b]oards and commissions may adopt bylaws governing the internal conduct of their affairs. The bylaws must be consistent with the City Charter, the Municipal Code, and applicable state law and shall include the method for their amendment.”

Many of the rules governing the internal affairs of the Districting Commission are described in detail in Chapter 300.5 of the *Charter of the City of Chula Vista*, Section 2.25 of the *Chula Vista Municipal Code*, and in the City of Chula Vista, *Meeting Procedures: Boards and Commissions*. The bylaws listed here are intended to supplement these requirements by spelling out procedures not already specified. If there is a conflict between these bylaws and the Charter, the Municipal Code, or the City’s Meeting Procedures, those authorities shall prevail over these bylaws.

Section 2. The name of this commission is the City of Chula Vista Districting Commission, hereinafter referred to as the Commission.

Section 3. It is the intent of the Commission to perform its duty to ensure fair and equitable districting in conformance with the requirements of the U.S. Constitution, federal statutes, California law (including but not limited to the Brown Act) and the Chula Vista City Charter and Municipal Code.

ARTICLE II: MEETINGS

Section 1. The Commission shall make every reasonable effort to have meetings to afford maximum public access to its proceedings. The Commission shall work with City staff to ensure that all Commission meetings are publicized in every reasonable manner.

Section 2. Regular Commission meetings shall be held as provided by resolution of the Commission, but this will not preclude additional special meetings as deemed appropriate. These special meetings should be held in different parts of the City as well as at different times in order to allow as many people as possible to participate.

Section 3. Commissioners will request acknowledgment from the Chair to speak to an issue.

Section 4. Comments by a member of the public are to be limited to three minutes per person for non-agendized items and five minutes for agendized items. Members of the public may pool their time if so desired up to a ten minute maximum. The person ceding their time must acquiesce orally or in writing.

ARTICLE III: COMMUNICATIONS

Section 1. Commissioners shall not communicate outside of a public meeting with the mayor or any other member of the Chula Vista City Council, or their representatives, regarding substantive districting matters within the purview of the Commission. This provision is not intended to prohibit the discussion of procedural information, such as discussion of the time, place, and list of items on the agendas of upcoming meetings. If the Mayor or any member of the City Council, or their representatives wish to present testimony or public comment, such testimony or comment shall only be accepted if it is presented orally at a public meeting or presented in writing and disclosed to the public either before or during a public meeting of the Commission. This paragraph shall not restrict communications between the Commission and appropriate City staff, including the offices of the City Attorney, City Manager, and City Clerk.

Section 2. Commissioners shall publicly disclose, in the form of a log, all substantive communications with representatives of organizations or interest groups who may have a direct stake in the outcome. This log shall include the name of the person or organization, date of contact, and general description of the communication. The log will be published on the Districting Commission website and regularly updated.

This provision is not intended to prohibit the discussion of procedural information, such as discussion of the time, place, and list of items on the agendas of upcoming meetings.

Section 3. Requests by journalists for interviews regarding districting issues should be directed to the Chair when possible. This will not prevent other Commissioners from engaging with the public. Commissioners should be encouraged to try to explain positions taken by the full Commission, general legal requirements, or anything else that can help explain the process to the public, provided that they make clear that they are speaking only for themselves. This includes interaction via social media.

Commissioners are also encouraged to attend public meetings that are open to anyone to attend to listen, learn, and bring back information to the full Commission.

Commissioners are discouraged from attending any non-public meetings of organizations or interest groups (i.e., meetings not open to the public at large) in order to discuss substantive districting issues.

Notwithstanding the foregoing, the Commissioners shall conduct themselves in accordance with the Brown Act at all times, including adhering to the limitations on the gathering of a majority of members outside of a noticed, public meeting.

Section 4. There should be a method for the public to communicate with the Commission other than Public Communication at Commission meetings. An address, telephone number and email address should be published on the Commission website and also distributed when publicizing Commission meetings. The Commission shall work with City staff to ensure that communications received from the public are distributed to all members of the Commission prior to each Commission meeting.

ARTICLE IV: RECORDS

Section 1. The Commission shall work with City staff to make its best efforts to count the number of members of the public attending a meeting and enter such tally into that meeting's minutes.

Section 2. Commission records will be made available to the public in accordance with the California Public Records Act. As many documents as is possible and practicable should be included on the Commission website including bylaws, agendas, minutes, draft maps, videos or audio recordings of past meetings and a list of future meeting times and locations in addition to its regular meeting time and location).

Section 3. Before the current Commission disbands, it shall prepare a set of written recommendations, based on the Commission's experience, for the 2020 Redistricting Commission. These recommendations will be kept with other records of the Commission's work with the Office of the City Clerk.

ARTICLE V. EFFECTIVE DATE, SUSPENSION, AND METHOD OF AMENDMENT

Section 1. These bylaws shall become effective upon adoption by the affirmative vote of a majority of the entire voting membership, as defined in Chula Vista Municipal Code section 2.25.020.E., of the Commission and do not apply retroactively.

Section 2. In an emergency, a portion of these bylaws may be suspended by a unanimous affirmative vote of all members participating at a meeting at which a quorum is present. The motion to suspend shall include the duration of the suspension, and the article(s) and section(s) to which the suspension applies.

Section 3. The affirmative vote of a majority of the entire voting membership, as defined in Chula Vista Municipal Code section 2.25.020.E. of the Commission shall be necessary to amend these bylaws.

RESOURCES

Charter of the City of Chula Vista

http://www.chulavistaca.gov/City_Services/Administrative_Services/City_Clerk/PDFs/CVCharter.pdf. Revised November 6, 2012; accessed September 30, 2014.

Chula Vista Municipal Code

<http://www.codepublishing.com/CA/chulavista.html>. Revised August 12, 2014; accessed September 30, 2014.

City of Chula Vista, *General Rules for Boards and Commissions* .

http://www.chulavistaca.gov/City_Services/Administrative_Services/City_Clerk/Boards/PDF/GeneralRulesforBoardsandCommissions_rev%209-2012.pdf. Revised September 2012; accessed September 30, 2014.

City of Chula Vista, *Meeting Procedures: Boards and Commissions*, Office of the City Clerk, November 2012 (A summary of Chapter 2.25 of the *Municipal Code*.)

RESOLUTION NO. 2014-004

RESOLUTION OF THE DISTRICTING COMMISSION OF THE CITY OF CHULA VISTA ADOPTING ITS PROPOSED BUDGET AND AUTHORIZING THE COMMISSION CHAIRMAN TO: (I) PRESENT SAME TO THE CITY COUNCIL; AND (II) REQUEST BUDGET APPROPRIATIONS, ACCORDINGLY

WHEREAS, the City adopted its Fiscal Year 2014-15 in June 2014, including an allocation of \$75,000 for the Chula Vista Districting Commission; and

WHEREAS, the City's full Districting Commission was seated in August 2014, after the City had adopted its budget for Fiscal Year 2014-15; and

WHEREAS, the Commission has met and considered the estimated costs for completing its work during Fiscal Years 2014-15 and 2015-16; and

WHEREAS, the Commission has determined that additional funds will be necessary in order to complete the work it is charged with; and

WHEREAS, the Commission has prepared a draft budget and determined that it will need additional funds, as reflected in the Commission's draft budget; and

WHEREAS, the Commission has determined that the Commission Chairman is the appropriate representative to present the budget to the City Council, in coordination with City staff, and to request that the City make the requisite budget appropriations in order to provide the Commission with additional funds, as reflected in the draft Commission budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chula Vista, that it adopts the proposed Commission budget, in the form presented with amendments approved by the Commission, including subsequent revisions as necessary to reflect award of the consultant contract, as its proposed budget, and authorizes the Commission Chairman to present the proposed budget to the City Council and request the necessary budget appropriations.

PASSED, APPROVED, AND ADOPTED by the Districting Commission of the City of Chula Vista, California, this 10th day of November, 2014, by the following vote:

AYES: Commissioners: Chair Torres, Vice Chair Chavez, Andrews, Goddard, Korey, Monzon and Richter


NAYES: Commissioners: None

ABSENT: Commissioners: None



Jerome Torres, Chair

ATTEST:



Cheryl Ponds-Poole, Commission Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)
CITY OF CHULA VISTA)

I, Cheryl Ponds-Poole, Secretary of the Districting Commission of the City of Chula Vista, California, do hereby certify that the foregoing Resolution No. 2014-002 was duly passed, approved, and adopted by the Districting Commission at its regular meeting held on the 10th day of November 2014.

Executed this 10th day of November 2014.



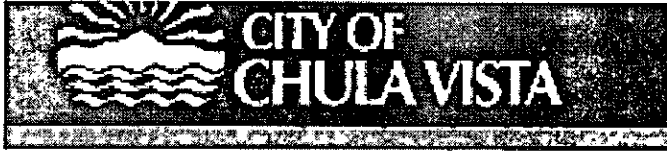
Cheryl Ponds-Poole, Commission Secretary

CITY OF CHULA VISTA
 PROPOSED DISTRICTING COMMISSION BUDGET

Notes	Costs	Fiscal Year 2014-15		Fiscal Year 2015-16		GRAND TOTAL
		Hard Cost	In-Kind	Hard Cost	In-Kind	
	Salaries & Benefits					
1	City Attorney's Office	\$ 7,000	\$ 95,000	\$ 500	\$ 15,000	\$ 117,500
1	City Manager-Office of Communication	\$ -	\$ 8,000	\$ -	\$ 2,000	\$ 10,000
	Subtotal	\$ 7,000	\$ 103,000	\$ 500	\$ 17,000	\$ 127,500
	Consultant					
2	Mapping Consultant (Primary)	\$ 68,000	\$ -	\$ -	\$ -	\$ 68,000
3	Outreach Consultant (Subconsultant)	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
	Subtotal	\$ 98,000	\$ -	\$ -	\$ -	\$ 98,000
	Services and Supplies					
4	Video Recording of Meetings	\$ 4,500	\$ -	\$ 900	\$ -	\$ 5,400
5	Newspaper Advertising	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000
6	Printing	\$ 3,000	\$ 500	\$ -	\$ 50	\$ 3,550
7	Miscellaneous Services	\$ 2,000	\$ -	\$ -	\$ -	\$ 2,000
8	Miscellaneous Supplies	\$ 2,000	\$ -	\$ -	\$ -	\$ 2,000
	Subtotal	\$ 15,500	\$ 500	\$ 900	\$ 50	\$ 16,950
	TOTAL	\$ 120,500	\$ 103,500	\$ 1,400	\$ 17,050	\$ 242,450
	ALLOCATION	\$ 75,000	\$ 75,000	\$ 1,400	\$ -	\$ 76,400
	BALANCE	\$ (45,500)	\$ (149,000)	\$ -	\$ (17,050)	\$ (166,050)

NOTES

- 1 Costs represents value of services provided by City Attorney, Assistant City Attorney and Legal Assistant, as well as hard costs for overtime hours worked for Legal Assistant, for attendance at 10 regular and 10 special meetings in FY 14-15 and 2 regular meetings in FY 15-16, on-going Commission support and meeting preparation, as well as special (outside) counsel services, if needed, on discreet issues. Value was determined using hourly direct cost for each position x estimated hours to be spent.
- 2 Includes all related services and technologies. Costs may be partially incurred/paid in Fiscal Year 2015-16, depending on contract structure.
- 3 Include required interpretation and translation services.
- 4 \$450 x 10 standing meetings - 8 in FY 14/15 and 2 in FY 15/16.
- 5 Meeting announcements in local newspapers for 10 special meetings.
- 6 Printing of meeting agendas for Regular Meetings and announcements/flyers for Special Meetings and Miscellaneous.
- 7 Associated with Special Meetings: custodial, security deposit, etc.
- 8 Associated with Special Meetings.



To: Districting Commission
From: Chairperson
Subject: Mapping Consultant Contract

Recommendation: Receive and file.

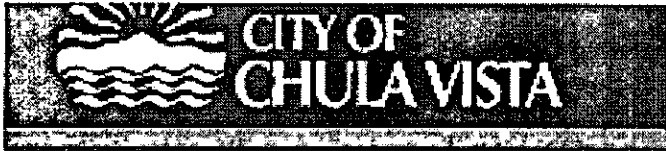
Background: At the November 10 meeting, the Districting Commission, by majority vote, decided to: 1) bifurcate the consultant contract into two parts – mapping and outreach; and 2) select Q2 Data and Research, LLC as the mapping consultant to assist the Districting Commission. Additionally, the Commission directed the Chairperson to work with City staff to finalize the scope of work and schedule of performance; and request the mapping consultant's contract be brought forward for approval by the City Council at the next available meeting (which is scheduled to be presented on December 16, 2014).

Attached, is an excerpt of the City contract containing the agreed-upon scope of work and deliverables. Q2 will be paid \$68,000 in accordance with its submitted proposal.

Analysis: Highlights of the scope of work include:

- Collaborating with the Outreach Consultant in developing and implementing the Strategic Public Outreach/Communications Work Plan.
- Establishing Technical Assistance Center(s) (in cooperation with City staff) at a public forum (preferably City Library) to train and assist interested stakeholder groups in the development of district maps for consideration by the Districting Commission.
- Conducting in-depth training of the Districting Commission on the Federal and California Voting Rights Acts (VRA) prior to development of district maps; including simulations of VRA violations.
- Assisting the Districting Commission in developing the required Working Draft Plan for consideration by targeted stakeholders and general public; Recommended District Plan for submission to City Council; and Final District Plan for approval by Commission, if required.

Alternative: None.



Q2 Data and Research, LLC Scope of Work and Deliverables

8. Scope of Work and Schedule:

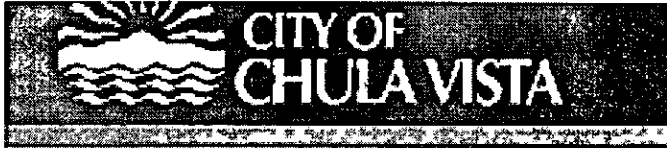
A. Detailed Scope of Work:

1. PUBLIC EDUCATION AND ENGAGEMENT

Consultant shall:

- a. Collaborate with Outreach Consultant in development and implementation of a multilingual Strategic Public Outreach/Communications Work Plan, including attending Commission meetings as required, establishing a timeline for public outreach, identifying venues for public meetings, and creating public education materials.
- b. Develop informational documents and a Frequently Asked Questions ("FAQ") handout that explains the process, how the public may participate, the districting criteria, and applicable laws and regulations.
- c. Work with City staff to populate Commission website, to the satisfaction of the Commission.
- d. Collaborate with City staff and the City's Outreach Consultant in the establishment of one or more Technical Assistance Centers ("TAC"). Each TAC shall be in a public forum, preferably at City libraries, when feasible. The TACs will be designed to train and assist interested stakeholder groups in the development of public testimony for consideration by the Districting Commission.
- e. Attend Standing and Special Meetings, as required, to:
 - i. Conduct training sessions on districting process, VRA, districting criteria, and other matters, as directed by Commission, for targeted stakeholders and general public.
 - ii. Solicit, compile and record public input from targeted stakeholders and general public in identifying and addressing communities of common interest and other relevant factors associated with development of districting maps.

2. COMMISSION TRAINING



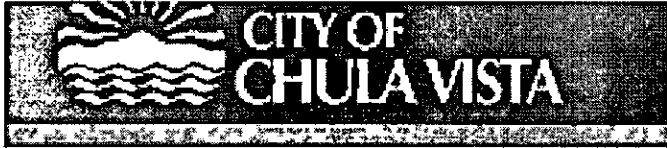
Consultant shall, in cooperation with the City Attorney, conduct in-depth training of the Districting Commission prior to development of district maps. Training shall include: the Federal and California Voting Rights Acts (VRA), legal framework applicable to districting, City Charter requirements, districting criteria definitions and approaches to line drawing, collection of data, visual presentation of districting software, ability for Commissioners and public to access software, and explanation of "packing" and "cracking," with examples of same from other jurisdictions.

3. DATA, REPORTS AND MAPS

Consultant shall:

- a. Gather and test a comprehensive data set of Chula Vista that includes, to the extent available and legally permissible, 2010 (PL94-171) census data, American Community Survey (e.g., citizen voting age population, etc.), registration and turnout data, zoning maps, school attendance boundaries population and any other applicable demographic information required to create the districting maps at the census block level within the geographic boundaries of the City of Chula Vista. The district maps to be included in the Draft, Recommended and Final Districting Plans shall include no district that deviates from the mean district population by more than +/-5% The data set shall be available for download from the Commission website.
- b. Employ any software necessary, including statistical software and GIS software to create districting maps, analyze census data, statistics and demographics and provide the Commission and City with reports as requested and required.
- c. Assess the jurisdiction to determine whether a racially polarized voting analysis (RPV) will have to be performed and advise the City and the Commission of the outcome of the assessment. If, based on that assessment, the Commission or City determines that it is necessary, the Consultant will conduct an RPV vulnerability assessment of past voting patterns of registered voters of Chula Vista.
- d. Cooperate with City staff in the uploading of all relevant documents, reports and maps to the City's webpage dedicated to the Districting Commission.
- e. Assist Commission in preparing report to 2020 Districting Commission.

4. DISTRICTING PLANS



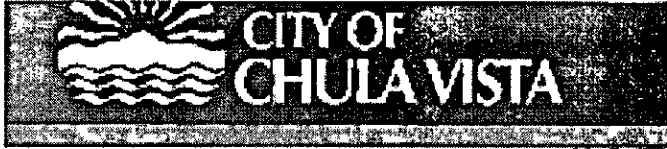
Consultant shall:

- a. Pursuant to the City Charter, assist Districting Commission in the development of a:
 - i. Draft Districting Plan (which shall contain preliminary districting maps, as appropriate, based on the Commission's determination in consultation with the Consultant) for distribution to targeted stakeholders and general public;
 - ii. Recommended Districting Plan, pursuant to the City Charter to be submitted to City Council; and
 - iii. Final Districting Plan to be approved by the City Council, or Commission.
- b. Conduct "real time" line drawings to create preliminary and final district maps.
- c. Assist Commission and City staff in preparing report to City Council to accompany the Recommended Districting Plan.
- d. Develop all necessary documents for City to submit new Districting Plan to Registrar of Voters; draft metes and bounds as required; submit any remaining documents, maps and data to City.
- e. Assist Commission in considering and responding to City Council reasons for disapproving Recommended Districting Plan, and approval of same, if necessary.

5. MEETINGS

Consultant shall:

- a. Ensure that the Project Manager attend at least two of the Districting Commission's public outreach meetings and that at least one Senior Consultant and one Geographic Information System ("GIS") specialist attend all other public outreach meetings (up to eight such meetings). The Senior Consultant shall be available to serve as an informational resource and to provide short districting training to members of the public in advance of collecting public input. The GIS specialist will operate a computer with districting software to show members of the public the areas for which public input is being received.
- b. Be available for at least two "office hours" before or after each public hearing to work with members of the public individually and make available the districting software on a laptop for development of submissions.



- c. Participate, remotely, at three regular meetings of the Commission.
- d. Attend City Council meeting to present Recommended Districting Plan to the Council.

B. Date for Commencement of Consultant Services:

Same as Effective Date of Agreement

Other: _____

C. Dates or Time Limits for Delivery of Deliverables:

Deliverable No. 1: By January 31, 2015, Consultant shall complete the following:

- 1. Public Education (A.1.a.-c., above)
- 2. Commission Training (A.2.)

Deliverable No. 2: By March 31, 2015, Consultant shall complete the following:

- 1. Establish Technical Assistance Center (A.1.d.)
- 2. Attend Public Meetings and Conduct Training, as necessary and at discretion of Commission, pursuant to A.1.e., and A.5., above

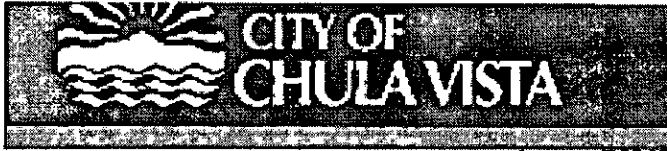
Deliverable No. 3: By April 30, 2015, Consultant shall complete the following:

- 1. Attend additional Public Meetings, as necessary and at discretion of Commission, pursuant to A.5., above
- 2. Draft Districting Plan, pursuant to A.4.a.1. and b., above

Deliverable No. 4: By May 31, 2015, Consultant shall complete the following:
Recommended Districting Plan and Accompanying Report to the City Council, pursuant to A.4., above

Deliverable No. 5: By June 30, 2015, Consultant shall complete the following:
Attend City Council Meeting on Recommended Districting Plan and Provide Oral Presentation to Council on same, pursuant to A.5.d., above.

Deliverable No. 6: By November 15, 2015, Consultant shall complete the following:



1. Assist Commission in Responding to City Council Reasons for Disapproval of Recommended Districting Plan, if necessary, pursuant to A.4.e., above.
2. Provide all Documentation Necessary for Submittal to County Registrar (A.4.d., above)

Deliverable No. 7: By December 30, 2015, Consultant shall complete the following:

1. Assist Commission in Preparing Report to 2020 Districting Commission (A.3.e., above)

D. Date for completion of all Consultant services: December 15, 2015. The Deliverables dates set forth above may be adjusted by majority vote of the Commission, and with concurrence of City staff and the Consultant.

**PROPOSED OUTREACH/COMMUNICATIONS
STRATEGIC WORK PLAN FRAMEWORK**

Element	Tasks
District Commission	<p>Each workshop will be classified as a “Special” Board Meeting thus allowing all members to attend.</p> <p>The March 9 Standing Meeting will be rescheduled to March 23.</p>
Number of workshops per phase	<p>PHASE I: Five (5) workshops with two (2) held in West Chula Vista and three (3) held in East Chula Vista.</p> <p>PHASE II: Same as Phase I (for a total of 10 workshops).</p>
Location of workshops	<p>Sites to be located east and west of 805 as follows:</p> <ul style="list-style-type: none"> • West: Two locations – Main Library Auditorium and MAAC Project Charter School • East: Three locations – Bonita Vista HS Auditorium, Greg Rogers Elementary Auditorium and Otay Ranch Community Center.
<p>Master Schedule</p> <p><i>(Dates and locations are tentative.)</i></p>	<p>GENERAL: Weekday meetings will be held at 6:00pm.</p> <p>On Saturday, two meetings will be held as follows: First meeting – 9:00am. Second meeting – 2:00pm.</p> <p>PHASE I:</p> <p>March 11 (Wed) – Bonita Vista HS Auditorium</p> <p>March 12 (Thu) – Main Library Auditorium</p> <p>March 14 (Sat) Morning: MAAC Project Charter School Afternoon: Greg Rogers Elementary Auditorium</p> <p>March 16 (Mon) – Otay Ranch Community Center</p>

Element	Tasks
	<p>PHASE II: April 22 (Wed) – Bonita Vista HS Auditorium</p> <p>April 23 (Thu) – Main Library Auditorium</p> <p>April 25 (Sat) Morning: MAAC Project Charter School Afternoon: Greg Rogers Elementary Auditorium</p> <p>April 27 (Mon) – Otay Ranch Community Center</p>
Translation services at workshops	<p>Translation will be provided in Spanish and Filipino for all ten (10) workshops.</p> <p>Translation in Vietnamese and Traditional Chinese may be provided if request is made at least 24 hours in advance and sufficient funding is available.</p>
Targeted stakeholders and general public	<p>All meetings are open to the general public. Neighborhood schools, churches, non-profits and community/business associations will be utilized as resources to galvanize attendance to the workshops. This effort is designed to generate a high level of community awareness and involvement in the districting process.</p>
Publicity	<p>All main publications to be hand-distributed will be translated in Spanish and Filipino. All publications posted on the District Commission webpage will be translated in Spanish, Filipino, Traditional Chinese and Vietnamese.</p>
Publicity	<p>All meeting notices will be published in English, Spanish, Filipino, Vietnamese and Traditional Chinese, and will include a statement in each language that requests for translation services for the meeting must be made at least 24 hours in advance.</p> <p>The draft and final map(s), with information about providing input, will be posted at community locations including City hall, libraries, recreation centers, schools, non-profit locations, and any other venue that agrees to post the information.</p> <p>Depending on which option is adopted, to ensure high turnout, the following mediums will be utilized: City’s March 2015 Trash Bill Insert, Newspaper Ads, Facebook, Twitter, Email Newsletters, etc.</p>

Element	Tasks
Districting Access Centers (DAC)	<p>A DAC will be centrally located at the Main Library with stations included at the South and Otay Ranch branches and, possibly, the Southwestern Community College Library. The hours of operation will coincide with hours of Libraries. General information/assistance will be provided by library staff during regular business hours. Technical assistance will be provided, as requested, by appointment (during the weeks that workshops are being conducted).</p> <p>To ensure demand, the DACs will be highly publicized during both phases.</p>
Messaging	<p>What “universal” message should we adopt to publicize the workshops and encourage participation of all targeted stakeholders and the general public?</p>



REQUEST FOR PROPOSAL (RFP)

NOTICE IS HEREBY GIVEN THAT THE CITY OF CHULA VISTA WILL ACCEPT WRITTEN PROPOSALS UNTIL SEPTEMBER 11, 2014, FROM QUALIFIED CONSULTANTS ABLE TO PROVIDE THE FOLLOWING SERVICES:

Preparation of the City's Draft, Recommended, and Final Districting Plans to establish electoral districts, including coordination with the City staff and the Districting Commission in conducting public outreach and education, analyzing census data and demographics, complying with the Federal Voting Rights Act and the California Voting Rights Act, and preparing districting maps depicting electoral district lines.

INSTRUCTIONS, GENERAL PROVISIONS, SPECIFICATIONS, AND TERMS AND CONDITIONS FOR SUBMITTING A PROPOSAL ARE CONTAINED IN THIS RFP.

ALL PROPOSALS MUST BE SUBMITTED TO SUZI BROOKS AT THE LOCATION LISTED BELOW. PROPOSALS RECEIVED AFTER 12: 00 NOON PST ON SEPTEMBER 11, 2014 WILL NOT BE CONSIDERED.

**CITY OF CHULA VISTA
PURCHASING DIVISION
276 FOURTH AVENUE
BLDG A
CHULA VISTA, CA 91910
ATTENTION SUZI BROOKS**

sbrooks@ci.chula-vista.ca.us

**Telephone number: 619-585-5629
Fax number: 619-691-5149**

For questions related to the proposal please email Suzi Brooks.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS RECEIVED, ANY PORTION OF ANY PROPOSAL, AND TO WAIVE ANY IRREGULARITIES OR INFORMALITIES IN PROPOSALS OR THE RFP PROCESS.

Suzanne Brooks
Sr. Procurement Specialist

Date: August 27, 2014



The City of Chula Vista (City) is requesting proposals from qualified consultants to perform professional services to assist City staff and the Districting Commission in the preparation of a Draft Districting Plan and Recommended Districting Plan to establish four Council districts, in accordance with Chula Vista City Charter, Section 300.5.

Estimated Proposal Timeline

Proposals must be received by 12:00 Noon PST on SEPTEMBER 11, 2014. The consultant selection process will be conducted upon the close of the application period. It is anticipated that the selected consultant will commence work in October 2014.

General Information

The City of Chula Vista seeks written proposals from interested and qualified individuals, teams and firms with expertise in local jurisdiction electoral districting, public outreach and communications, the Federal Voting Rights Act, the California Voting Rights Act, mapping electoral districts and analyzing statistical and census data and demographics, to assist the City in preparing its Draft, Recommended, and Final Districting Plans for establishing electoral districts.

The City of Chula Vista Charter was amended in November 2012 to require that the City establish electoral districts from which the City's four City Council members will be elected. The district elections are to be phased-in over two election cycles, beginning with the 2016 elections. Charter Section 300.5., requires the four City Council districts to be established no later than February 1, 2016; however, the City is endeavoring to have the districts established by July 1, 2015. The Charter requires significant public outreach, preparation of a Draft Districting Plan, numerous public meetings, preparation of a Recommended Districting Plan to be presented for City Council approval, implementation of the Final Districting Plan, preparation of a report to the City Council to accompany the Recommended Districting Plan, and compliance with established districting criteria. Accordingly, the City seeks a consultant to assist the City's Districting Commission and City staff in this undertaking.

Specifications and Scope of Work

The consultant will be tasked with working closely with the City's newly-established Districting Commission, and City staff to meet the Charter requirements to establish Council districts, within the established timeframe. Specific tasks will include:

1. Becoming familiar with relevant provisions of the City's Charter and Municipal Code;
2. Attending Districting Commission meetings to assist in establishing a work plan and time line for establishing four Council Districts by July 1, 2015;
3. Working with City staff and the Districting Commission in developing and implementing a multilingual public outreach and education strategy, to solicit and incorporate public input;
4. Attending public outreach meetings in various areas of the City (the Charter mandates a minimum of four public meetings prior to submitting a Recommended Districting Plan for City Council approval; however, the Districting Commission may choose to hold additional meetings);



-
5. Assisting the Districting Commission and City staff in implementing an open and transparent process that enables public consideration of, and comment on, the drawing of districting lines;
 6. Utilizing mapping software and geographic information systems to draw districting lines;
 7. Analyzing census data, statistics and demographics;
 8. Assisting the Districting Commission in preparing the Draft Districting Plan, Recommended Districting Plan, and report to the City Council regarding the Recommended Districting Plan, and implementing the Final Districting Plan;
 9. Attending City Council meetings, as appropriate (at least one is required under the Charter provisions, additional meetings may be necessary);
 10. Assuring that the process, Draft Districting Plan, Recommended Districting Plan and Final Districting Plan are in compliance with the Federal Voting Rights Act, the California Voting Rights Act, the City Charter, and all other applicable federal, state and local laws; and
 11. Assisting the Districting Commission and City staff as may be required in all facets of developing and implementing the Final Districting Plan.

It is anticipated that the Consultant will be able to demonstrate significant experience and expertise in the following areas: public outreach and education regarding electoral districting; the Federal Voting Rights Act, the California Voting Rights Act, and other relevant federal, state and local laws; drawing electoral districts, including utilization of mapping software; understanding and analyzing census data, statistics and demographic information, and using it in the districting process; and working with local governmental agencies.

Proposal Form and Content

To assist us in the evaluation process, the following information is required in your proposal:

1. Cover letter and introduction.
2. Methodology proposed
3. Experience - related to services and other Public Sector Agencies
4. Client References –
 - Provide a list of three to five of your customers for whom you have performed similar services.
 - Clients may be contacted randomly until at least two client references have been contacted.
 - For each client please provide the client name, mailing address, contact name, telephone number and services provided.
5. Consultant Information – Provide information about your firm including:
 - Name, title, address and phone number of the individual authorized to negotiate with the City and contractually bind the consultant
 - Location
 - Number of years in business
 - Number of employees
 - Resumes of project supervisor and other key staff members or others who will plan and direct activities, especially related to the pertinent experience of each key participant who would work on this project, including any sub-contractors



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- The firm's background and experience in assisting cities, counties, school districts or other districts with districting, including the experience of the consultant in projects such as this one
 - Staff availability
 - Tentative Schedule of Performance
 - Scope of Services
 - Explanation of the technical approach that is proposed to be employed, to draw the district boundaries
 - Discussion on how the required information will be gathered and tested for accuracy.
 - The time constraints involved in the project
 - Cost – Provide a cost proposal detailing all costs associated with providing the requested services.
6. Supplemental Information
- Consultants may provide supplemental information such as financial reports, brochures, sample work, or other supporting documentation that the vendor believes will assist the City in making its selection. All supplemental information or documentation must be marked as an appendix.

Insurance –

Insurance requirements for consultants included in the sample two party agreement that will be required upon award of contract. See Attachment "A".

Submission of Proposal

Your proposal should be submitted to Suzi Brooks, Senior Procurement Specialist, by **SEPTEMBER 11, 2014**. Submit nine (9) copies of your proposal and one CD. Send in a sealed envelope with the proposal name, proposal number date and time due on the envelope.

The mailing address is:

Suzi Brooks, Sr. Procurement Specialist
City of Chula Vista
Purchasing Division
276 Fourth Ave
Chula Vista, CA 91910

Questions

Any questions you may have pertaining to this Request for Proposal should be addressed with Suzi Brooks via email.

The email address:

sbrooks@ci.chula-vista.ca.us



Proposal Evaluation

A committee will evaluate proposals submitted. During the evaluation process, the committee and the City of Chula Vista reserve the right to request additional information or clarification from consultants responding to this RFP. All proposals deemed responsive by the committee will be evaluated using the following criteria (listed in no particular order of importance or value of rating).

- Proposed services and methodology
- Responsiveness to request
- Project cost
- Experience as related to this request
- Client reference information

The City reserves the right to determine the value and importance of the ranking criteria at its discretion.

The objective of the committee's review is to evaluate and substantiate how the proposal meets the requirements of the City and to rank the proposals from least qualified to the most qualified in meeting the City's needs for this project.

Each consultant will be evaluated on the basis of capabilities described in its written proposal. The consultant that best matches the City of Chula Vista's objectives will be selected.

General Information

The selected Consultant will be expected to enter into and perform services under a Standard Two-Party Agreement (Attachment "A") with the City of Chula Vista. In the event the Project Manager and the City are unable to agree on the terms of the Agreement, the City reserves the right to reject the proposal. Further, the City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified sources, or to cancel in part, or in its entirety, this request for proposal, if it is in the best interest of the City to do so. This is a Request for Proposal (RFP). This RFP does not commit the City to pay any costs incurred for the preparation of the submission of a proposal, or to contract for supplies or services.

For a proposal to be considered responsive, all requested information must be submitted.

OWNERSHIP OF DOCUMENTS

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties produced for this project shall be the sole and exclusive property of the City. No such materials or properties produced in whole or in part for this project shall be subject to private use, copyrights, or patent rights by Contractor without the express written consent of the City.

The City shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms, or other materials or properties produced for this project.



PUBLIC DISCLOSURE

All proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public review. Under the California Public Records Act (California Government Code Section 6250 et seq.) records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255.

The cover letter of the proposal should contain a paragraph that states whether or not Consultant believes that its proposal does or does not contain information that falls into one of the exemptions of Government Code Sections 6254 through 6255 and whether or not Consultant considers such information to be confidential.

In the absence of a declaration, the City may be obligated to disclose the proposal to any party that requests it. Regardless of assertions of confidentiality, proposal contents may still be disclosed if City, or a court with jurisdiction, determines that such proposal is a public record requiring disclosure.



PROPOSAL & OFFER TO CONTRACT

The respondent, herein sometimes called consultant, contractor, vendor, or supplier submits a proposal and offers to enter into a contract with the City of Chula Vista, herein called City, this 11th day of September 2014 as follows:

This Proposal & Offer to Contract, subject to the specifications, terms and conditions, and General Provisions herein, when duly accepted by the City shall constitute a contract between the parties. In consideration of the payments to be provided by the City, and in accordance with the conditions expressed in the proposal forms and specifications attached, and by this reference incorporated herein, Consultant agrees to furnish services to assist City and its Districting Commission as necessary in conducting public outreach and preparing draft, recommended and final districting plans.

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

EMAIL ADDRESS _____

TELEPHONE _____ FAX _____

PRINT NAME _____ TITLE _____

SIGNATURE _____ DATE _____

Consultants shall submit 9 complete copies and one CD of their proposals. Proposals must be returned no later than 12: Noon PST (Pacific Standard Time) on **SEPTEMBER 11, 2014**. Late proposals will not be considered.

(Return this completed page with your proposal.)



Public Agency Participation

Other public agencies (e.g. city, county, public corporation, political subdivision, school district, or water authority) may want to participate in any award as a result of this bid. The City of Chula Vista shall incur no financial responsibility in connection with any purchase by another public agency.

The public agency shall accept sole responsibility for placing orders and making payments to the successful bidder. This option will not be considered in bid evaluation. Please indicate whether this will be granted.

Yes _____ No _____

Business License: Chula Vista Municipal Code Section 5.02.020 requires all vendors doing business with the City to obtain a Business License.



GENERAL PROVISIONS

Please Read Carefully

These Provisions Are a Part of Your Bid and any Contract Awarded

The bidder agrees that:

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Chula Vista specifications for the prices quoted.

Note: Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid, request for proposal, or request for quotation. A bidder may also be referred to as consultant, contractor, supplier, or vendor.

1. Prices

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error; the person signing the bid must initial corrections in ink.

Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices, except when the bidder clearly indicates that the total price for all items bid is based on consideration of being awarded the entire lot and that an adjustment of the total price is being made in consideration of receiving the entire bid.

2. Bidder's Security

A bid deposit in an amount equal to at least 10% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's check, a certified check made payable to the City of Chula Vista, or a bidder's bond. If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of California. The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.



3. Items Offered

If the item offered has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state or equal.

4. Brand Names

Whenever reference to a specific brand name is made, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. An equivalent (or equal) may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder's responsibility to provide, at bidder's expense, samples, test data, or other documentation the City may require fully evaluating and determining acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

5. Samples

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples within forty-eight (48) hours upon request and at no additional cost to the City

6. Verify Quotations

Prices shall be verified prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

7. Firm Prices

Prices on bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City of Chula Vista shall receive the benefit of such decline.

8. Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

9. Late Bids, Modifications, or Withdrawals

- (a) Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered unless receipt is before the contract is awarded and the City determines that late receipt was due solely to City error.
- (b) Modification of a successful bid that makes the terms of the bid more favorable to the City will be considered at any time.

10. Mistake in Bid

- (a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by modifying or withdrawing the bid in accordance with Items 8 and 9 above.
- (b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which is unfavorable



to bidder, bidder may request consideration be given to modifying the bid if it remains the lowest bid or to withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid closing. The decision of the Purchasing Agent is final as regards acceptance or rejection of requests for correction of bids.

(c) A mistake in bid cannot be considered once a purchase order or contract is issued.

11. Signature

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

12. No Bids

If no bid is to be submitted, the bid should be marked No Bid and returned to maintain the bidder's name in the vendor file for future solicitations. A letter or postcard may be submitted. If a bidder fails to respond to a reasonable number of bids without returning a No Bid, the Purchasing Agent reserves the right to delete the bidder from the vendor file for future solicitations.

13. Alternative Proposals

To be responsive to the bid, bidder must submit a proposal that meets all specific bid requirements. Once bidder has proposed a product which is responsive to the specification, bidder may include with the bid any additional proposals or alternative products that bidder believes can meet or exceed the City's requirements and that may offer additional advantages, benefits, or cost savings. The City reserves the right to evaluate, and accept or reject, such alternatives as though they were part of the original specifications without advertising for further bids, when in the best interests of the City. Any awards so made will be based on operational and cost analysis considerations that would result in the optimum economic advantage to the City.

14. Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

15. Quality

Unless otherwise required in the specifications, all goods furnished shall be new and unused.

16. Litigation Warranty

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of California and approved by The City of Chula Vista in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or



arbitration.

17. Royalties, Licenses and Patents

Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the bidder or those furnishing material to bidder pursuant to this contract.

18. Performance Standards

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction of the City.

19. Warranties

- (a) All material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for at least twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception
- (b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. City may require bidder to post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

20. Addenda

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued may render the bid invalid and result in its rejection.

21. Specifications to Prevail

The detailed requirements of the specifications shall supersede any conflicting reference in these General Provisions that are in conflict therewith.

22. Taxes

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City and County Sales Taxes. Do not include this tax in the amount bid. However, tax is to be added by the successful bidder to the net amount invoiced. All or any portion of the City Sales Tax returned to the City will be considered in the evaluation of bids.

23. Conflict of Interest

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official



duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.

- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Agent. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

24. Gratuities

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

25. Faithful Performance Bond

Successful bidder may be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City of Chula Vista, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond or deposit shall be forfeited to the City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

26. Insurance

Bidder shall provide proof of liability and property damage insurance prior to performance of duties. Coverage shall be from a company authorized to transact business in the State of California and shall be in an amount not less than \$1,000,000 combined single limit (CSL), unless otherwise specified. The City of Chula Vista shall be named as an additional insured and thirty (30) days notice of cancellation shall be indicated. Worker's Compensation coverage for each employee engaged in work on City premises is required. Bidder is solely responsible for all insurance premium payments.

27. Indemnification

Bidder shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorney's fees) arising out of this agreement and/or bidder's performance hereunder, except as to such damages, liability, and expenses due to the sole negligence or willful acts of the City, its officers, employees or agents.

28. Award of Contract

- (a) Bids will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids received; and to select the bid(s) deemed most advantageous to the City. The City will, however, consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such.
- (c) The City reserves the right to award one or more contracts on the bids submitted, either by award of all items to



one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.

- (d) For the purpose of evaluating bids for multiple awards, the sum of \$100.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded under this solicitation, and individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.
- (e) Upon acceptance by the City of Chula Vista, the solicitation, bid, proposal, or price quotation and a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Provisions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause 28 or any related integrated agreement.

29. Bid Results

To obtain bid results, either (1) attend bid opening or (2) provide a self-addressed, stamped envelope referencing bid number, and bid tabulation will be mailed to you upon verification of extensions or (3) visit the Purchasing Department no sooner than three (3) working days after bid opening to review bid tabulation. Due to time constraints, bid results cannot be given out over the phone.

30. Protests

Protests by unsuccessful bidders to the selection for award shall be submitted in writing to the Purchasing Agent no later than ten (10) calendar days after award recommendation. The unsuccessful bidder shall have the right to appear at the City Council to protest any award to be confirmed by Council. Failure to submit a timely written protest to the Purchasing Agent shall bar consideration of such protest.

31. Documentation

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City's option the bid bond may be attached for damages suffered.

32. Discounts

- (a) Prompt payment discounts offered for payment within less than fifteen (15) calendar days will not be considered in evaluating bids for award. However, offered discounts of less than 15 days will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

33. Seller's Invoice

Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item



number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

34. Inspection and Acceptance

Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

35. Lost and Damaged Shipments

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

36. Late Shipments

Bidder is responsible to notify the City department receiving the items and the Purchasing Agent of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

37. Document Ownership

- (a) All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.
- (b) All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this contract shall be the property of the City, and all patents or copyrights shall be assigned to City, unless otherwise agreed. Bidder agrees that City may make modifications to computer software furnished by bidder without infringing bidder's copyright or any license granted to City.

38. Advertisements, Product Endorsements

City employees and agencies or organizations funded by the City of Chula Vista are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of Chula Vista has endorsed their product or service without the Purchasing Agent's prior written approval.

39. City Provisions to Prevail

Except as indicated in the specifications, the City's standard General Provisions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) shall provide materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor. To the extent not otherwise provided for by the contract documents, the California Commercial Code shall apply.

40. Invalid Provisions

In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

**41. Amendments and Modifications**

The Purchasing Agent may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

42. Assignment

Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.

43. Disputes

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Purchasing Agent shall be final and conclusive, unless bidder requests mediation within ten (10) calendar days. Pending final decision of a dispute, the bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Agent's decision.

44. Mediation

Should an unresolved dispute arise out of this agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within thirty (30) days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a Blindfold@ process.

The cost of mediation shall be borne equally by both parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than sixty (60) days, unless the maximum time is extended by both parties.

45. Lawful Performance

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

46. Business License

Chula Vista Municipal Code Section 5.02.020 requires all vendors doing business with the City to obtain a Business License. Section 5.02.20 states: *It is unlawful for any person, or for any person as agent, clerk or employee, either for himself or for any other person, within the corporate limits of the City, to transact, engage in, or carry on any business, show, exhibition or game hereinafter specified without first having procured a license.*

47. Annual Appropriation of Funds



Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term, and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Purchasing Agent is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the lease or contract. The City has no monetary obligation in event of termination or reduction of a term contract since such contracts represent estimated quantities and is not funded as a contract except to the extent of the Purchase Orders issued.

48. Extension

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

49. Debarment

The Purchasing Agent may recommend to the City Council that the person or business be debarred from consideration for award of contracts. The period of debarment will be contingent upon the severity of cause. Causes for debarment include:

- (a) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty which directly affects responsibility as a City bidder.
- (b) Violation of contract provisions which is regarded by the Purchasing Agent to be so serious as to justify debarment action, including:
 - (1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts;
 - (3) Two or more claims of computational error in bid submission within a two year period.
- (c) Debarment by another governmental entity.
- (d) Any other cause the Purchasing Agent deems to be so serious and compelling as to affect responsibility as a City bidder. A bidder may be permanently debarred for the following causes:
 - (1) Collusion in bidding.
 - (2) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a contract or subcontract with the City of Chula Vista or in the performance of such contract or subcontract.
 - (3) Conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals.



50. Termination

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

51. Venue

This agreement shall be governed by and interpreted according to the laws of the State of California, and venue for any proceeding shall be in the County of San Diego.

(REV 1/14)



ATTACHMENT "A"

SAMPLE OF STANDARD TWO PARTY AGREEMENT

**Agreement between
City of Chula Vista
and
[INSERT NAME OF CONSULTANT],
To [INSERT SERVICES TO BE PROVIDED]**

This agreement (Agreement), effective **[FILL-IN EFFECTIVE DATE]**, is between the City-related entity whose name and business form is indicated on Exhibit A, Paragraph 2, (City), and the entity whose name, business form, place of business and telephone numbers are indicated on Exhibit A, Paragraphs 4 through 6, (Consultant), and is made with reference to the following facts:

RECITALS

WHEREAS, **[INSERT RECITALS; INCLUDE AS MANY AS NEEDED¹]**; and

WHEREAS, **[INCLUDE RECITAL DEFINING THE "PROJECT"²]**; and

WHEREAS, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Consultant to City in accordance with the time frames and the terms and conditions of this Agreement.

-
1. Insert the relevant factual background and necessary findings supporting hiring the Consultant. Also use the Recitals to define terms or concepts to shorten references to them later in the Agreement. For example, if property is involved in the agreement, a typical "Whereas" clause may be:

‘Whereas, the property which is the subject matter of this Agreement is commonly known as _____, and is legally described in attached Exhibit _____ ("Property"); and’

2. Include a description of the "Project," a defined term in the Agreement. For example:

‘Whereas, this Agreement involves work to be performed in connection with the Eastern Urban Center project (the "Project");’



[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS PAGES

NOW, THEREFORE, for valuable consideration the City and Consultant do hereby mutually agree as follows:

All of the Recitals above are incorporated into this Agreement by this reference.

ARTICLE I. CONSULTANT'S OBLIGATIONS

A. General

1. General Duties. Consultant shall perform all of the services described on Exhibit A, Paragraph 7 (General Duties).
2. Scope of Work and Schedule. In performing and delivering the General Duties, Consultant shall also perform the services, and deliver to City the "Deliverables" described in Exhibit A, Paragraph 8, entitled "Scope of Work and Schedule," according to, and within the time frames set forth in Exhibit A, Paragraph 8, time being of the essence of this agreement. The General Duties and the work and Deliverables required in the Scope of Work and Schedule shall be referred to as the "Defined Services." Failure to complete the Defined Services by the times indicated does not, except at the option of the City, terminate this Agreement.
 - a. *Reductions in Scope of Work*. City may independently, or upon request from Consultant, from time to time, reduce the Defined Services to be performed by the Consultant under this Agreement. Upon doing so, City and Consultant agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.
 - b. *Additional Services*. In addition to performing the Defined Services, City may require Consultant to perform additional consulting services related to the Defined Services (Additional Services), and upon doing so in writing, if they are within the scope of services offered by Consultant, Consultant shall perform same on a time and materials basis at the rates set forth in the "Rate Schedule" in Exhibit A, Paragraph 10(C), unless a separate fixed fee is otherwise agreed upon. All compensation for Additional Services shall be paid monthly as billed.



3. **Standard of Care.** The Consultant expressly warrants that the work to be performed pursuant to this Agreement, whether Defined Services or Additional Services, shall be performed in accordance with the standard of care ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations.

a. *No Waiver of Standard of Care.* Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Consultant or its subcontractors.

B. Application of Laws. Should a federal or state law pre-empt a local law, or regulation, the Consultant must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Consultant to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Consultant to violate any law, the Consultant agrees to notify City immediately in writing. Should this occur, the City and the Consultant agree that they will make appropriate arrangements to proceed with or, if necessary, amend or terminate this Agreement, or portions of it, expeditiously.

1. **Subcontractors.** Consultant agrees to take appropriate measures necessary to ensure that all participants utilized by the Consultant to complete its obligations under this Agreement, such as subcontractors, comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local, affecting Project implementation. In addition, if a subcontractor is expected to fulfill any responsibilities of the Consultant under this Agreement, the Consultant shall ensure that the subcontractor carries out the Consultant's responsibilities as set forth in this Agreement.

C. Insurance

1. **General.** Consultant must procure and maintain, during the period of performance of this Agreement, and for twelve months after completion, policies of insurance from insurance companies to protect against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under this Agreement and the results of that work by the Consultant, his agents, representatives, employees or subcontractors, and provide documentation of same prior to commencement of work.



2. Minimum Scope of Insurance. Coverage must be at least as broad as:
- a. *CGL.* Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
 - b. *Auto.* Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - c. *WC.* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - d. *E&O.* Professional Liability or Errors & Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.
3. Minimum Limits of Insurance. Consultant must maintain limits no less than those included in the table below:

i. General Liability: (Including operations, products and completed operations, as applicable)	\$1,000,000 per occurrence for bodily injury, personal injury, (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Project/location or the general aggregate limit must be twice the required occurrence limit.
ii. Automobile Liability:	\$1,000,000 per accident for bodily injury, including death, and property damage.
iii. Workers' Compensation Employer's Liability:	Statutory \$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
iv. Professional Liability or Errors & Omissions Liability:	\$1,000,000 each occurrence

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer will reduce



or eliminate such deductibles or self-insured retentions as they pertain to the City, its officers, officials, employees and volunteers; or the Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

5. Other Insurance Provisions. The general liability, automobile liability, and where appropriate, the worker's compensation policies are to contain, or be endorsed to contain, the following provisions:
 - a. *Additional Insureds.* City of Chula Vista, its officers, officials, employees, agents, and volunteers are to be named as additional insureds with respect to all policies of insurance, including those with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant, where applicable, and, with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including providing materials, parts or equipment furnished in connection with such work or operations. The general liability additional insured coverage must be provided in the form of an endorsement to the Consultant's insurance using ISO CG 2010 (11/85) or its equivalent. Specifically, the endorsement must not exclude Products/Completed Operations coverage.
 - b. *Primary Insurance.* The Consultant's General Liability insurance coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance of the Consultant and in no way relieves the Consultant from its responsibility to provide insurance.
 - c. *Cancellation.* The insurance policies required by this Agreement shall not be canceled by either party, except after thirty days' prior written notice to the City by certified mail, return receipt requested. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" shall be deleted from all certificates.
 - d. *Waiver of Subrogation.* Consultant's insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage for the term required by this Agreement. In addition, Consultant waives any right it may have or may obtain to subrogation for a claim against the City.



6. Claims Forms. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are written on a claims-made form:
 - a. *Retro Date.* The “Retro Date” must be shown, and must be before the date of the Agreement or the beginning of the work required by the Agreement.
 - b. *Maintenance and Evidence.* Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the work required by the Agreement.
 - c. *Cancellation.* If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of the Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five years after completion of the work required by the Agreement.
 - d. *Copies.* A copy of the claims reporting requirements must be submitted to the City for review.
7. Acceptability of Insurers. Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of no less than A V. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. Exception may be made for the State Compensation Fund when not specifically rated.
8. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by Section I.C. of this Agreement. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the requirements of this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.
9. Subcontractors. Consultant must include all subconsultants as insureds under its policies or furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants is subject to all of the requirements included in these specifications.
10. Not a Limitation of Other Obligations. Insurance provisions under this Article shall not be construed to limit the Consultant’s obligations under this Agreement, including Indemnity.



11. Additional Coverage. To the extent that Insurance coverage exceeds the minimums identified in section 3, recovery shall not be limited to the insurance minimums, but shall instead extend to the actual policy limits.

D. Security for Performance

1. Performance Bond. In the event that Exhibit A, at Paragraph 18, indicates the need for Consultant to provide a Performance Bond (indicated by a check mark in the parenthetical space immediately preceding the subparagraph entitled “Performance Bond”), then Consultant shall provide to the City a performance bond, in the amount indicated at Exhibit A, Paragraph 18, in the form prescribed by the City and by such sureties which are authorized to transact such business in the State of California, listed as approved by the United States Department of Treasury Circular 570, <http://www.fms.treas.gov/c570>, and whose underwriting limitation is sufficient to issue bonds in the amount required by the Agreement, and which also satisfy the requirements stated in Section 995.660 of the Code of Civil Procedure, except as provided otherwise by laws or regulations. All bonds signed by an agent must be accompanied by a certified copy of such agent’s authority to act. Surety companies must be duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds for the limits so required. Form must be satisfactory to the Risk Manager or City.
2. Letter of Credit. In the event that Exhibit A, at Paragraph 18, indicates the need for Consultant to provide a Letter of Credit (indicated by a check mark in the parenthetical space immediately preceding the subparagraph entitled “Letter of Credit”), then Consultant shall provide to the City an irrevocable letter of credit callable by the City at its unfettered discretion by submitting to the bank a letter, signed by the City Manager, stating that the Consultant is in breach of the terms of this Agreement. The letter of credit shall be issued by a bank, and be in a form and amount satisfactory to the Risk Manager or City Attorney which amount is indicated in the space adjacent to the term, “Letter of Credit,” in Exhibit A, Paragraph 18.
3. Other Security. In the event that Exhibit A, at Paragraph 18, indicates the need for Consultant to provide security other than a Performance Bond or a Letter of Credit (indicated by a check mark in the parenthetical space immediately preceding the subparagraph entitled “Other Security”), then Consultant shall provide to the City such other security therein listed in a form and amount satisfactory to the Risk Manager or City Attorney.



- E. **Business License.** Consultant agrees to obtain a business license from the City and to otherwise comply with Title 5 of the Chula Vista Municipal Code.

ARTICLE II. CITY OBLIGATIONS

- A. **Consultation and Cooperation.** City shall regularly consult the Consultant for the purpose of reviewing the progress of the Defined Services and Schedule, and to provide direction and guidance to achieve the objectives of this Agreement. The City shall allow Consultant access to its office facilities, files and records, as deemed necessary and appropriate by the City, throughout the term of this Agreement. In addition, City agrees to provide the materials identified at Exhibit A, Paragraph 9, with the understanding that delay in the provision of those materials beyond thirty days after authorization to proceed, shall constitute a basis for the justifiable delay in the Consultant's performance.

B. **Compensation.**

1. Following Receipt of Billing. Upon receipt of a properly prepared bill from Consultant, submitted to the City as indicated in Exhibit A, Paragraph 17, but in no event more frequently than monthly, on the day of the period indicated in Exhibit A, Paragraph 17, City shall compensate Consultant for all services rendered by Consultant according to the terms and conditions set forth in Exhibit A, Paragraph 10, adjacent to the governing compensation relationship indicated by a "checkmark" next to the appropriate arrangement, subject to the requirements for retention set forth in Paragraph 18 of Exhibit A, and shall compensate Consultant for out of pocket expenses as provided in Exhibit A, Paragraph 11.
2. Supporting Information. Any billing submitted by Consultant shall contain sufficient information as to the propriety of the billing, including properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature of the charges to the Project in order to permit the City to evaluate that the amount due and payable is proper, and such billing shall specifically contain the City's account number indicated on Exhibit A, Paragraph 17(C) to be charged upon making such payment.
3. Exclusions. In determining the amount of the compensation City will exclude any cost: 1) incurred prior to the effective date of this Agreement; or 2) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of the Consultant, its agents, employees, or subcontractors.
 - a. *Errors and Omissions.* In the event that the City Administrator determines that the Consultant's negligence, errors, or omissions in the performance of work under this



Agreement has resulted in expense to City greater than would have resulted if there were no such negligence, errors, omissions, Consultant shall reimburse City for any additional expenses incurred by the City. Nothing in this paragraph is intended to limit City's rights under other provisions of this Agreement.

4. Payment Not Final Approval. The Consultant understands and agrees that payment to the Consultant for any Project cost does not constitute a City final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation of Consultant of the terms of the Agreement. The Consultant acknowledges that City will not make a final determination about the eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by the City has been completed, whichever occurs latest. If City determines that the Consultant is not entitled to receive any portion of the compensation due or paid, City will notify the Consultant in writing, stating its reasons. The Consultant agrees that Project closeout will not alter the Consultant's responsibility to return any funds due City as a result of later refunds, corrections, or other similar transactions; nor will Project closeout alter the right of City to disallow costs and recover funds provided for the Project on the basis of a later audit or other review.
 - a. *Consultant's Obligation to Pay*. Upon notification to the Consultant that specific amounts are owed to City, whether for excess payments or disallowed costs, the Consultant agrees to remit to City promptly the amounts owed, including applicable interest.

ARTICLE III. ETHICS

A. Financial Interests of Consultant

1. Consultant is Designated as an FPPC Filer. If Consultant is designated on Exhibit A, Paragraph 14, as an "FPPC filer," Consultant is deemed to be a "Consultant" for the purposes of the Political Reform Act conflict of interest and disclosure provisions, and shall report economic interests to the City Clerk on the required Statement of Economic Interests in such reporting categories as are specified in Paragraph 14 of Exhibit A, or if none are specified, then as determined by the City Attorney.
2. No Participation in Decision. Regardless of whether Consultant is designated as an FPPC Filer, Consultant shall not make, or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows or has



reason to know Consultant has a financial interest other than the compensation promised by this Agreement.

3. Search to Determine Economic Interests. Regardless of whether Consultant is designated as an FPPC Filer, Consultant warrants and represents that Consultant has diligently conducted a search and inventory of Consultant's economic interests, as the term is used in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have an economic interest which would conflict with Consultant's duties under this Agreement.
4. Promise Not to Acquire Conflicting Interests. Regardless of whether Consultant is designated as an FPPC Filer, Consultant further warrants and represents that Consultant will not acquire, obtain, or assume an economic interest during the term of this Agreement which would constitute a conflict of interest as prohibited by the Fair Political Practices Act.
5. Duty to Advise of Conflicting Interests. Regardless of whether Consultant is designated as an FPPC Filer, Consultant further warrants and represents that Consultant will immediately advise the City Attorney if Consultant learns of an economic interest of Consultant's that may result in a conflict of interest for the purpose of the Fair Political Practices Act, and regulations promulgated thereunder.
6. Specific Warranties Against Economic Interests. Consultant warrants, represents and agrees that:
 - a. Neither Consultant, nor Consultant's immediate family members, nor Consultant's employees or agents (Consultant Associates) presently have any interest, directly or indirectly, whatsoever in any property which may be the subject matter of the Defined Services, or in any property within 2 radial miles from the exterior boundaries of any property which may be the subject matter of the Defined Services, (Prohibited Interest), other than as listed in Exhibit A, Paragraph 14.
 - b. No promise of future employment, remuneration, consideration, gratuity or other reward or gain has been made to Consultant or Consultant Associates in connection with Consultant's performance of this Agreement. Consultant promises to advise City of any such promise that may be made during the Term of this Agreement, or for twelve months thereafter.



- c. Consultant Associates shall not acquire any such Prohibited Interest within the Term of this Agreement, or for twelve months after the expiration of this Agreement, except with the written permission of City.
- d. Consultant may not conduct or solicit any business for any party to this Agreement, or for any third party that may be in conflict with Consultant's responsibilities under this Agreement, except with the written permission of City.

IV. LIQUIDATED DAMAGES

- A. **Application of Section.** The provisions of this section apply if a Liquidated Damages Rate is provided in Exhibit A, Paragraph 13.
1. Estimating Damages. It is acknowledged by both parties that time is of the essence in the completion of this Agreement. It is difficult to estimate the amount of damages resulting from delay in performance. The parties have used their judgment to arrive at a reasonable amount to compensate for delay.
 2. Amount of Penalty. Failure to complete the Defined Services within the allotted time period specified in this Agreement shall result in the following penalty: For each consecutive calendar day in excess of the time specified for the completion of the respective work assignment or Deliverable, the Consultant shall pay to the City, or have withheld from monies due, the sum of Liquidated Damages Rate provided in Exhibit A, Paragraph 13 (Liquidated Damages Rate).
 3. Request for Extension of Time. If the performance of any act required of Consultant is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the Consultant, as determined by the City, Consultant shall be excused from performing that act for the period of time equal to the period of time of the prevention or delay. In the event Consultant claims the existence of such a delay, the Consultant shall notify the City's Contract Administrator, or designee, in writing of that fact within ten calendar days after the beginning of any such claimed delay. Extensions of time will not be granted for delays to minor portions of work unless it can be shown that such delays did or will delay the progress of the work.

ARTICLE V. INDEMNIFICATION

- A. **Defense, Indemnity, and Hold Harmless.**



1. General Requirement. To the maximum extent allowed by law, Consultant shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, agents and employees, from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorney's fees and actual costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Defined Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or sole willful misconduct of the City, its officers, employees. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party.
2. Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.5, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.
3. Costs of Defense and Award. Included in the obligations in Sections A.1 and A.2, above, is the Consultant's obligation to defend, at Consultant's own cost, expense and risk, any and all suits, actions or other legal proceedings, that may be brought or instituted against the City, its directors, officials, officers, employees, agents and/or volunteers, subject to the limitations in Sections A.1. and A.2. Subject to the limitations in Sections A.1. and A.2., Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents and/or volunteers, for any and all related legal expenses and costs incurred by each of them.
4. Insurance Proceeds. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, and/or volunteers.
5. Declarations. Consultant's obligations under Article V shall not be limited by any prior or subsequent declaration by the Consultant.



6. Enforcement Costs. Consultant agrees to pay any and all costs City incurs enforcing the indemnity and defense provisions set forth in Article V.
7. Survival. Consultant's obligations under Article V shall survive the termination of this Agreement.
8. No Alteration of Other Obligations. This Article V, shall in no way alter, affect or modify any of the Consultant's other obligations and duties under this Agreement.

ARTICLE VI. TERMINATION OF AGREEMENT

- A. **Termination for Cause**. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by Consultant shall, at the option of the City, become the property of the City, and Consultant shall be entitled to receive just and equitable compensation, in an amount not to exceed that payable under this Agreement and less any damages caused City by Consultant's breach, for any work satisfactorily completed on such documents and other materials up to the effective date of Notice of Termination.
- B. **Termination of Agreement for Convenience of City**. City may terminate this Agreement at any time and for any reason, by giving specific written notice to Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished and unfinished documents and other materials described hereinabove shall, at the option of the City, become City's sole and exclusive property. If the Agreement is terminated by City as provided in this paragraph, Consultant shall be entitled to receive just and equitable compensation, in an amount not to exceed that payable under this Agreement, for any satisfactory work completed on such documents and other materials to the effective date of such termination. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section.

ARTICLE VII. RECORD RETENTION AND ACCESS

- A. **Record Retention**. During the course of the Project and for three (3) years following completion, the Consultant agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project as City may require.



-
- B. **Access to Records of Consultant and Subcontractors.** The Consultant agrees to permit, and require its subcontractors to permit City or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project.
- C. **Project Closeout.** The Consultant agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

ARTICLE VIII. PROJECT COMPLETION, AUDIT, AND CLOSEOUT

- A. **Project Completion.** Within ninety (90) calendar days following Project completion or termination by City, Consultant agrees to submit a final certification of Project expenses and audit reports, as applicable.
- B. **Audit of Consultants.** Consultant agrees to perform financial and compliance audits the City may require. The Consultant also agrees to obtain any other audits required by City. Consultant agrees that Project closeout will not alter Consultant's audit responsibilities. Audit costs are allowable Project costs.
- C. **Project Closeout.** Project closeout occurs when City notifies the Consultant that City has closed the Project, and either forwards the final payment or acknowledges that the Consultant has remitted the proper refund. The Consultant agrees that Project closeout by City does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from City

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Assignability.** The services of Consultant are personal to the City, and Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without prior written consent of City.
1. **Limited Consent.** City hereby consents to the assignment of the portions of the Defined Services identified in Exhibit A, Paragraph 16 to the subconsultants identified as "Permitted Subconsultants."
- B. **Ownership, Publication, Reproduction and Use of Material.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced under this Agreement shall be the sole and exclusive property of City. No



such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyrights or patent rights by Consultant in the United States or in any other country without the express written consent of City. City shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

- C. **Independent Contractor.** City is interested only in the results obtained and Consultant shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. City maintains the right only to reject or accept Consultant's work products. Consultant and any of the Consultant's agents, employees or representatives are, for all purposes under this Agreement, independent contractors and shall not be deemed to be employees of City, and none of them shall be entitled to any benefits to which City employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Therefore, City will not withhold state or federal income tax, social security tax or any other payroll tax, and Consultant shall be solely responsible for the payment of same and shall hold the City harmless with regard to them.
1. Actions on Behalf of City. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever, as an agent or otherwise. Consultant shall have no authority, express or implied, to bind City or its members, agents, or employees, to any obligation whatsoever, unless expressly provided in this Agreement.
 2. No Obligations to Third Parties. In connection with the Project, Consultant agrees and shall require that its agents, employees, subcontractors agree that City shall not be responsible for any obligations or liabilities to any third party, including its agents, employees, subcontractors, or other person or entity that is not a party to this Agreement. Notwithstanding that City may have concurred in or approved any solicitation, subagreement, or third party contract at any tier, City shall have no obligation or liability to any person or entity not a party to this Agreement.
- D. **Administrative Claims Requirements and Procedures.** No suit or arbitration shall be brought arising out of this Agreement, against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by City in the implementation of same. Upon request by City,



Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

- E. **Administration of Contract.** Each party designates the individuals (Contract Administrators) indicated on Exhibit A, Paragraph 12, as that party's contract administrator who is authorized by the party to represent it in the routine administration of this Agreement.
- F. **Term.** This Agreement shall terminate when the parties have complied with all executory provisions hereof.
- G. **Statement of Costs.** In the event that Consultant prepares a report or document, or participates in the preparation of a report or document in performing the Defined Services, Consultant shall include, or cause the inclusion of, in the report or document, a statement of the numbers and cost in dollar amounts of all contracts and subcontracts relating to the preparation of the report or document.
- H. **Consultant is Real Estate Broker and/or Salesman.** If the box on Exhibit A, Paragraph 15 is marked, the Consultant and/or its principals is/are licensed with the State of California or some other state as a real estate broker or salesperson. Otherwise, Consultant represents that neither Consultant, nor its principals are licensed real estate brokers or salespersons.
- I. **Notices.** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement as the places of business for each of the designated parties.
- J. **Integration.** This Agreement, together with any other written document referred to or contemplated in it, embody the entire Agreement and understanding between the parties relating to the subject matter hereof. Neither this Agreement nor any provision of it may be amended, modified, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.
- K. **Capacity of Parties.** Each signatory and party to this Agreement warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all necessary resolutions or other actions have been taken so as to enable it to enter into this Agreement.



L. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance under it, shall be the City of Chula Vista.

(End of page. Next page is signature page.)



Signature Page
to
Agreement between
City of Chula Vista and
[INSERT NAME OF CONSULTANT],
To [INSERT SERVICES TO BE PROVIDED]

IN WITNESS WHEREOF, City and Consultant have executed this Agreement, indicating that they have read and understood same, and indicate their full and complete consent to its terms:

City of Chula Vista

By: _____
[INSERT NAME OF SIGNATORY,
e.g., Mayor, Sr. Procurement Specialist,
City Manager]

Attest:

Donna Norris, City Clerk

Approved as to form:

Glen R. Googins, City Attorney

[INSERT NAME OF CONSULTANT],

By: _____
[INSERT SIGNATORY NAME]
[INSERT SIGNATORY TITLE]



Exhibit List to Agreement: Exhibit A
[LIST ADDITIONAL EXHIBITS, AS NECESSARY]

Exhibit A
to
Agreement between
City of Chula Vista
and
[INSERT NAME OF CONSULTANT]

1. Effective Date: The Agreement shall take effect upon full execution of the Agreement, as of the effective date stated on page 1 of the Agreement.

2. City-Related Entity: **[CHECK ONE]**

City of Chula Vista, a municipal chartered corporation of the State of California

The Chula Vista Public Financing Authority, a

The Chula Vista Industrial Development Authority, a

Other: _____, a [insert business form]

(City)

3. Place of Business for City:

City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91910

4. Consultant:

[INSERT CONSULTANT'S NAME]

5. Business Form of Consultant:



- Sole Proprietorship
- Partnership
- Corporation

6. Place of Business, Telephone and Fax Number of Consultant:

[INSERT CONSULTANT'S ADDRESS AND PHONE AND FAX NOS.]

7. General Duties:

[INSERT GENERAL DESCRIPTION OF WORK TO BE PERFORMED BY CONSULTANT.]

8. Scope of Work and Schedule:

A. Detailed Scope of Work:

[INSERT DETAILED DESCRIPTION OF WORK TO BE PERFORMED BY CONSULTANT.]

B. Date for Commencement of Consultant Services:

Same as Effective Date of Agreement

Other: _____

C. Dates or Time Limits for Delivery of Deliverables:

Deliverable No. 1: _____.

Deliverable No. 2: _____.

Deliverable No. 3: _____.

D. Date for completion of all Consultant services: _____.

9. Materials Required to be Supplied by City to Consultant:

10. Compensation:

A. Single Fixed Fee Arrangement.



For performance of all of the Defined Services by Consultant as herein required, City shall pay a single fixed fee in the amounts and at the times or milestones or for the Deliverables set forth below:

Single Fixed Fee Amount: _____, payable as follows:

Milestone or Event or Deliverable

Amount or Percent of Fixed Fee

() 1. Interim Monthly Advances. The City shall make interim monthly advances against the compensation due for each phase on a percentage of completion basis for each given phase such that, at the end of each phase only the compensation for that phase has been paid. Any payments made hereunder shall be considered as interest free loans that must be returned to the City if the Phase is not satisfactorily completed. If the Phase is satisfactorily completed, the City shall receive credit against the compensation due for that phase. The retention amount or percentage set forth in Paragraph 19 is to be applied to each interim payment such that, at the end of the phase, the full retention has been held back from the compensation due for that phase. Percentage of completion of a phase shall be assessed in the sole and unfettered discretion by the Contracts Administrator designated herein by the City, or such other person as the City Manager shall designate, but only upon such proof demanded by the City that has been provided, but in no event shall such interim advance payment be made unless the Consultant shall have represented in writing that said percentage of completion of the phase has been performed by the Consultant. The practice of making interim monthly advances shall not convert this agreement to a time and materials basis of payment.

B. () Phased Fixed Fee Arrangement.

For the performance of each phase or portion of the Defined Services by Consultant as are separately identified below, City shall pay the fixed fee associated with each phase of Services, in the amounts and at the times or milestones or Deliverables set forth. Consultant shall not commence Services under any Phase, and shall not be entitled to the compensation for a Phase, unless City shall have issued a notice to proceed to Consultant as to said Phase.

Phase

Fee for Said Phase

- | | |
|----|----------|
| 1. | \$ _____ |
| 2. | \$ _____ |
| 3. | \$ _____ |



- () 1. Interim Monthly Advances. The City shall make interim monthly advances against the compensation due for each phase on a percentage of completion basis for each given phase such that, at the end of each phase only the compensation for that phase has been paid. Any payments made hereunder shall be considered as interest free loans that must be returned to the City if the Phase is not satisfactorily completed. If the Phase is satisfactorily completed, the City shall receive credit against the compensation due for that phase. The retention amount or percentage set forth in Paragraph 18 is to be applied to each interim payment such that, at the end of the phase, the full retention has been held back from the compensation due for that phase. Percentage of completion of a phase shall be assessed in the sole and unfettered discretion by the Contracts Administrator designated herein by the City, or such other person as the City Manager shall designate, but only upon such proof demanded by the City that has been provided, but in no event shall such interim advance payment be made unless the Consultant shall have represented in writing that said percentage of completion of the phase has been performed by the Consultant. The practice of making interim monthly advances shall not convert this agreement to a time and materials basis of payment.

C. () Hourly Rate Arrangement

For performance of the Defined Services by Consultant as herein required, City shall pay Consultant for the productive hours of time spent by Consultant in the performance of said Services, at the rates or amounts set forth in the Rate Schedule herein below according to the following terms and conditions:

(1) () Not-to-Exceed Limitation on Time and Materials Arrangement

Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum Compensation amount, Consultant agrees that Consultant will perform all of the Defined Services herein required of Consultant for \$_____, including all Materials, and other “reimbursables” (Maximum Compensation).

(2) () Limitation without Further Authorization on Time and Materials Arrangement

At such time as Consultant shall have incurred time and materials equal to \$_____ (Authorization Limit), Consultant shall not be entitled to any additional compensation without further authorization issued in writing and approved by the



City. Nothing herein shall preclude Consultant from providing additional Services at Consultant's own cost and expense. See Exhibit B for wage rates.

() Hourly rates may increase by 6% for services rendered after [month], 20____, if delay in providing services is caused by City.

11. Materials Reimbursement Arrangement

For the cost of out of pocket expenses incurred by Consultant in the performance of services herein required, City shall pay Consultant at the rates or amounts set forth below:

() None, the compensation includes all costs.

	Cost or Rate
() Reports, not to exceed \$_____:	\$_____
() Copies, not to exceed \$_____:	\$_____
() Travel, not to exceed \$_____:	\$_____
() Printing, not to exceed \$_____:	\$_____
() Postage, not to exceed \$_____:	\$_____
() Delivery, not to exceed \$_____:	\$_____
() Outside Services:	\$_____
() Other Actual Identifiable Direct Costs:	\$_____
_____ , not to exceed \$_____:	\$_____
_____ , not to exceed \$_____:	\$_____

12. Contract Administrators:

City:

Consultant:

13. Liquidated Damages Rate:

() \$_____ per day.

() Other: _____



14. Statement of Economic Interests, Consultant Reporting Categories, per Conflict of Interest Code (Chula Vista Municipal Code chapter 2.02):

- Not Applicable. Not an FPPC Filer.
- FPPC Filer
 - Category No. 1. Investments, sources of income and business interests.
 - Category No. 2. Interests in real property.
 - Category No. 3. Investments, business positions, interests in real property, and sources of income subject to the regulatory, permit or licensing authority of the department administering this Agreement.
 - Category No. 4. Investments and business positions in business entities and sources of income that engage in land development, construction or the acquisition or sale of real property.
 - Category No. 5. Investments and business positions in business entities and sources of income that, within the past two years, have contracted with the City of Chula Vista or the City's Redevelopment Agency to provide services, supplies, materials, machinery or equipment.
 - Category No. 6. Investments and business positions in business entities and sources of income that, within the past two years, have contracted with the department administering this Agreement to provide services, supplies, materials, machinery or equipment.
- List Consultant Associates interests in real property within 2 radial miles of Project Property, if any:



15. Consultant is Real Estate Broker and/or Salesman

16. Permitted Subconsultants:

17. Bill Processing:

A. Consultant's Billing to be submitted for the following period of time:

- Monthly
- Quarterly
- Other: _____

B. Day of the Period for submission of Consultant's Billing:

- First of the Month
- 15th Day of each Month
- End of the Month
- Other: _____

C. City's Account Number: **[TO BE ASSIGNED]**

18. Security for Performance

- Performance Bond, \$ _____
- Letter of Credit, \$ _____
- Other Security:
Type: _____
Amount: \$ _____

Retention. If this space is checked, then notwithstanding other provisions to the contrary requiring the payment of compensation to the Consultant sooner, the City shall be entitled to retain, at their option, either the following "Retention Percentage" or "Retention Amount" until the City determines that the Retention Release Event, listed below, has occurred:

- Retention Percentage: _____
- Retention Amount: \$ _____



Retention Release Event:

Completion of All Consultant Services

Other: _____

Other: The Retention Amount may be released on a monthly basis provided that Consultant has performed said monthly services to the sole satisfaction of the Assistant City Manager/Director of Development Services or his designee.



Request for Proposals
Public Outreach and Communication Support for
Chula Vista Districting Commission Activities

The City of Chula Vista (City) is requesting proposals from qualified professional consultants to assist City staff and the Districting Commission in the development and implementation of a Strategic Public Outreach/Communication Work Plan ("Work Plan"). This Work Plan will become an integral part in the community education and vetting process for the preparation of a Districting Plan to establish four Council districts, in accordance with Chula Vista City Charter, Section 300.5.

The Work Plan is designed to generate a high level of community awareness and involvement in the districting process. The plan will address such issues as media relations, stakeholder outreach, multilingual outreach material development, and public meetings/workshop participation of targeted stakeholders and tracking of results.

Estimated Proposal Timeline

Proposals must be received by **December 1, 2014 at 4 p.m.** The consultant selection process will be conducted upon the close of the application period. It is anticipated that the selected consultant will commence work in January 2015 upon approval of the Work Plan by the Districting Commission. The estimated completion date for consultant work is June 30, 2015.

General Information

The City of Chula Vista seeks written proposals from interested and qualified firms with expertise in multi-lingual public outreach and communications. This campaign will support and interface with the scope of work for the mapping consultant.

The City of Chula Vista Charter was amended by voters in November 2012 to require that the City establish electoral districts from which the City's four City Council members will be elected. The district elections are to be phased-in over two election cycles, beginning with the 2016 elections. Charter Section 300.5., requires the four City Council districts to be established no later than February 1, 2016; however, the City is endeavoring to have the districts established by July 1, 2015. The Charter requires significant public outreach, preparation of a Draft Districting Plan, numerous public meetings, preparation of a Recommended Districting Plan to be presented for City Council approval, implementation of the Final Districting Plan, preparation of a report to

the City Council to accompany the Recommended Districting Plan, and compliance with established districting criteria. Accordingly, the City seeks a consultant to assist the City's Districting Commission and City staff in this undertaking. More information is at www.chulavistaca.gov/districting.

Specifications and Scope of Work

The consultant will be tasked with working closely with the City's Districting Commission, City staff and the Mapping Consultant to meet the Charter requirements to establish Council districts, within the established timeframe. Specific tasks will include:

1. Becoming familiar with relevant provisions of the City's Charter and Municipal Code.
2. Working with the Districting Commission, City staff and the mapping consultant in implementing the Work Plan to promote broad-based public input by residents and targeted Chula Vista stakeholders in the development of various districting maps. The targeted stakeholders may include, but are not limited to businesses, community, social and/or non-profit organizations.
3. Coordinating, scheduling, and attending up to ten (10) public outreach meetings/workshops in various areas of the City to educate and engage targeted stakeholders on the development of districting maps.
4. Providing translation services at public outreach meetings/workshops, as requested.
5. Developing a variety of written materials which may include: fact sheet(s), advertising, web content, public meeting fliers, social media posts, press releases, newsletter articles, and other documents. The consultant will also coordinate translation of certain materials, as requested.
6. Assisting the Districting Commission, City staff and mapping consultant in implementing an open and transparent process that promotes public consideration of, and comment on, the drawing of districting lines.
7. Attending standing and special Districting Commission meetings to assist in the implementation of the Work Plan and time line for establishing four Council Districts by no later than September 1, 2015.

The proposal must demonstrate that the Consultant has significant experience and expertise in the following areas: multi-lingual community outreach and education regarding electoral districting or other City initiatives; working with stakeholder groups; meeting coordination and facilitation; and working with local governmental agencies. *The consultant must demonstrate working experience or strong familiarity with community-based organizations, non-profit organizations and public agencies within Chula Vista.*

Proposal Form and Content

The proposal should be no more than 20 pages, inclusive of responses to items 1-6. To assist us in the evaluation process, the following information is required in your proposal:

1. Cover letter and introduction
2. Methodology proposed
3. Experience related to promoting public agency services and/or initiatives

4. Client References
 - Provide a list of three to five of your clients for whom you have performed similar services.
 - Clients may be contacted randomly until at least two client references have been contacted.
 - For each client please provide the client name, mailing address, contact name, telephone number and services provided.
5. Consultant Information – Provide information about your firm including:
 - Name, title, address, phone number, and email of the individual authorized to negotiate with the City and contractually bind the consultant
 - Location
 - Number of years in business
 - Number of employees
 - Resumes of project supervisor and other key staff members or others who will plan and direct activities, especially related to the pertinent experience of each key participant who would work on this project, including any sub-consultants
 - The firm's background and experience in assisting cities, counties, school districts or other districts with (re)districting, including the experience of the consultant in projects such as this one. If no experience, please describe background and experience in community outreach/education for public agencies.
 - Staff availability
 - Tentative Schedule of Performance
 - Scope of Services
 - The time constraints involved in the project
6. Cost
Provide a cost proposal detailing all costs associated with providing the requested services.
7. Supplemental Information
Consultants may provide supplemental information in pdf format such as brochures, sample work, websites, or other supporting documentation that the vendor believes will assist the City in making its selection. All supplemental information or documentation must be marked as an appendix.
8. Disclosure Statement must be completed and included in submittal

Evaluation Criteria

The Districting Commission and City staff will select a consultant that demonstrates

- Experience developing and implementing similar outreach programs
- Experience working with and engaging stakeholder groups
- Capacity and ability to meet timeline
- Itemized cost proposal

Insurance

Insurance requirements for consultants are included in the sample two party agreement (attachment A). The agreement will only be executed between the City and the awarded consultant.

Business License

A business license is required in the City of Chula Vista by any person who transacts, engages in or carries on any business within the corporate limits of the city (Chula Vista Municipal Code 5.02.020).

City's Best Interests

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or entirely this RFP, if it is in the best interest of the City to do so. The City further reserves the right to waive any technicalities or minor irregularities in bids received. The City may require the selected bidder to participate in negotiations and to submit such price, technical or other revisions of their proposals as may result from negotiations. The City shall be the sole judge in determining award of contract.

Submission of Proposal

Your proposal must be submitted via email to Tricia McEwen, Procurement Specialist, tmcewen@chulavistaca.gov, by **December 1, 2014 no later than 4 p.m.** Late submittals will not be considered for award.

Questions

Any questions you may have pertaining to this Request for Proposal should be addressed to Tricia McEwen, tmcewen@chulavistaca.gov. The deadline for questions is November 20 no later than 4 p.m. All questions and answers will be posted on our website on November 24 by 4 p.m. If you have not signed up for Planet Bids, visit www.chulavistaca.gov/business, click on the link "Doing Business with Local Government," then register for the bid list.

**City of Chula Vista Districting
Phase One Workshops**

	Tuesday 4/7	Wednesday 4/8	Thursday 4/9	Saturday 4/11	Saturday 4/11	TOTALS
Total Attendance*	42	18	36	29	17	142
Participation**	9	8	13	18	12	60
COI Forms	0	3	0	2	0	5
Total Testimony	9	5	13	16	12	55
Translation Requested*	8	3	5	5	0	21
Filipino	5	2	4	1	0	13
Spanish	0	0	1	4	0	5
Chinese	2	1	0	0	0	3
Vietnamese	1	0	0	0	0	0
How did you hear?*	14	11	19	26	8	78
Eblast (City, Library, School)	3	3	7	4	2	19
Community Coalition	3	0	5	5	2	15
Community Organization	1	2	0	6	0	9
News (earned and paid)	4	2	0	3	0	9
Outreach Consultant	1	2	3	0	2	8
Word of Mouth	1	0	1	4	1	7
Website	1	1	1	3	0	6
Social Media	0	1	2	1	1	5

*Number are based on data gathered on sign in sheets through self-reporting

**Data gathered from workshop minutes and forms submitted

**City of Chula Vista Districting
Phase Two Workshops**

	Tuesday 5/12	Wednesday 5/13	Thursday 5/14	Saturday 5/16 AM	Saturday 5/16 PM	TOTALS
Total Attendance*	21	14	11	30	16	92
Participation*	15	9	9	17	11	61
COI Forms	1	3	0	0	0	4
Total Testimony	14	6	9	17	11	57
Translation Requested*						
Filipino	1	0	1	0	2	6
Spanish	0	1	0	2	0	3
Chinese	0	0	1	0	0	1
Vietnamese	2	0	0	0	0	2
How did you hear?*						
Eblast (City, Library, School)	1	1		2		4
Community Coalition		1		2		3
Community Organization	2	1	2			5
News (earned and paid)	1			1		2
Outreach Consultant	1				1	2
Word of Mouth		3				3
Website						0
Social Media	1	1				2

*Number are based on data gathered on sign in sheets through self-reporting

**Data gathered from workshop minutes and forms submitted