



# Coastside Fire Protection District

## STAFF REPORT

**TO:** Honorable Board of Directors

**FROM:** Kai Ruess, Deputy Counsel

**DATE:** April 28, 2021

**SUBJECT:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COASTSIDE FIRE PROTECTION DISTRICT TO AWARD AN AGREEMENT FOR DISTRICTING SERVICES TO REDISTRICTING PARTNERS, LLC

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### **Recommendation**

It is recommended that the Fire Board adopt the attached resolution awarding the attached Professional Services Agreement for Districting Services to Redistricting Partners, LLC (“Redistricting Partners”) and authorize the Deputy Chief Cox to execute the Agreement on behalf of the District.

### **Background and Discussion**

The Coastside Fire Protection District received a letter, dated February 9, 2021, from attorney John Sarsfield of Melo and Sarsfield LLP, which alleged that the District’s use of an at-large election system has produced circumstances that equate to a violation of the California Voting Rights Act (CVRA). In response, at its March 24, 2021 meeting, the Board adopted a resolution stating its intent to transition the District to a by-district election system in time for the November 2022 regular election.

The March 24, 2021 resolution also authorized the issuance of a Request for Proposals (RFP) for districting services to identify qualified demographers and/or consultants to manage the District’s transition to by-district elections. Responses to the RFP were due by 2:00 p.m. on April 19, 2021. Two timely responses were received: one from National Demographics Corporation and one Redistricting Partners.

Both proposals received were well prepared, proposed scopes of work that would deliver great value to the District, and priced competitively. After reviewing the details of each, staff believes that Redistricting Partners is best suited to guide the District through this transition and will deliver its service at the lowest cost between the two proposals. Staff also noted that Redistricting Partners previously assisted the San Mateo County Harbor District in its transition to by-district elections, and therefore should be familiar with and prepared to engage the Coastside community.

During the transition process, the public will be asked to provide input, include submitting proposed district maps. There are several mapping tools available on the market that make it easier for the public to provide this input and, as the Board will note, Redistricting Partners recommended through its proposal that the District utilize the DistrictR online mapping tool. This tool allows members of the public to draw proposed communities of interest and district boundaries for consideration by the Board. Staff has reviewed the DistrictR mapping tool and other online tools proposed or quoted in the two proposals received and found the DistrictR product to be the easiest and most intuitive to use. DistrictR also comes at a significant cost savings over the other proposed or identified mapping tools.

Staff recommends that the Board award the proposed Professional Services Agreement for Districting Services to Redistricting Partners, LLC to perform the services outlined in the RFP and the proposal submitted by Redistricting Partners, which will include Redistricting Partners' base services and use of the recommended DistrictR online mapping tool.

**Fiscal Impact**

If the Board approves the attached resolution awarding the Professional Services Agreement to Redistricting Partners, the District will incur the following not-to-exceed costs:

Base services:	\$30,000
Public Outreach Services:	\$20,000
Support and Administration Costs:	\$3,000
<u>DistrictR use, hosting, and training:</u>	<u>\$8,000</u>
<b>TOTAL:</b>	<b>\$61,000</b>

Redistricting Partners proposed to provide an initial presentation to the Board regarding the transition process in September 2021, to attend two public hearings with the Board in January and February 2022, and to attend a final Board meeting at which the final district map will be adopted in March 2022. While not anticipated, if Redistricting Partners is required to attend additional meetings with the Board, the District will incur either \$1,850 (for remote attendance) or \$3,700 (for in-person attendance) for each additional Board meeting. The proposed resolution would provide authorization for the Deputy Fire Chief to direct Redistricting Partners to attend additional Board meetings, as necessary, and expend up to an additional \$7,400 (equivalent to the cost to have Redistricting Partners attend two additional in-person meetings or four additional remote meetings).

**Attachments:**

1. Resolution
2. Proposal From Redistricting Partners, LLC
3. Proposed Professional Services Agreement for Districting Services

**RESOLUTION NO. 2021-10**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COASTSIDE FIRE PROTECTION DISTRICT TO AWARD AN AGREEMENT FOR DISTRICTING SERVICES TO REDISTRICTING PARTNERS, LLC**

WHEREAS, the Board of Directors declared its intent, by resolution on March 24, 2021, to transition the Coastside Fire Protection District to a by-district election system; and

WHEREAS, the District issued a Request for Proposals for Districting Services and two proposals were received in response; and

WHEREAS, the Deputy Fire Chief and the District's Counsel reviewed the proposals and found the proposal submitted by Redistricting Partners, LLC to provide the best value and scope of proposed services; and

WHEREAS, Redistricting Partners, LLC has assisted many jurisdictions throughout California and several local jurisdictions in transitioning to by-district elections; and

WHEREAS, the Deputy Fire Chief recommends that the Board award the attached Professional Services Agreement to Redistricting Partners, LLC; and

WHEREAS, the Board, having reviewed the proposal, wishes to award the Professional Services agreement to Redistricting Partners, LLC.

NOW, THEREFORE, BE IT RESOLVED, by the Fire Board of the Coastside Fire Protection District that:

1. The attached Professional Services Agreement for Districting Services is awarded to Redistricting Partners, LLC; and
2. The Deputy Fire Chief is authorized to execute the Agreement on behalf of the District.
3. The Deputy Fire Chief is authorized to direct Redistricting Partners to attend additional hearings of the Fire Board, if needed and as-needed, and pay for such attendance at the rates included in the Agreement for an additional expenditure not to exceed \$7,400.

PASSED AND ADOPTED as a Resolution of the Coastside Fire Protection District at the regular meeting held on the 28<sup>th</sup> day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Gary Burke, Board President

ATTEST:

\_\_\_\_\_  
Deputy Fire Chief Jonathan Cox, District Secretary

## ATTACHMENT 2

### PROPOSAL FROM REDISTRICTING PARTNERS

**ATTACHMENT 3**

**PROPOSED PROFESSIONAL SERVICES  
AGREEMENT FOR DISTRICTING SERVICES**

PROFESSIONAL SERVICES AGREEMENT  
FOR  
DISTRICTING SERVICES

This Agreement is made and entered into as of the \_\_\_\_\_ day of April, 2021 by and between the Coastside Fire Protection District, hereinafter called "DISTRICT", and Redistricting Partners, LLC, hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That DISTRICT desires to engage CONSULTANT to provide professional services in the DISTRICT;
- B. That CONSULTANT is qualified to provide such services to the DISTRICT and;
- C. That the DISTRICT has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination.
  - (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, DISTRICT shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of Paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process. Nothing herein contained shall be deemed a limitation upon the right of DISTRICT to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to DISTRICT hereunder.

3. Compensation; Expenses; Payment. DISTRICT shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit B hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of sixty-one thousand dollars (\$61,000) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the DISTRICT. In the event that DISTRICT requests CONSULTANT to attend additional meetings, such attendance shall be paid at the Additional Meetings rates identified in Exhibit B

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to DISTRICT, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event DISTRICT desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the DISTRICT by amendment to this Agreement. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
4. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to DISTRICT for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the DISTRICT shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services

similar to those to be performed by CONSULTANT hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to DISTRICT, become the property of DISTRICT.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the DISTRICT is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the DISTRICT.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that DISTRICT shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to DISTRICT of DISTRICT's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless DISTRICT, its Board, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, DISTRICT, its Board, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify Coastside Fire Protection District, its Board, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations

- contained within this Agreement.
12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering DISTRICT's risks in form subject to the approval of the DISTRICT Attorney and/or DISTRICT's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
Professional Liability	\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the DISTRICT as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and DISTRICT in the same manner and to the same extent as CONSULTANT is bound to DISTRICT under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the DISTRICT prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, or on similar form, furnish DISTRICT with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after DISTRICT shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the Coastside Fire Protection District, its Board, officers, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to Coastside Fire Protection District, its Board, officers, employees, and agents, and any insurance or self-insurance maintained by DISTRICT for itself, its Board, officers, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from DISTRICT's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DISTRICT, to the extent required by this Agreement, before the DISTRICT's insurance or self-insurance may be called upon to protect DISTRICT as a named Insured.

All self-insured retentions (SIR) must be disclosed to DISTRICT for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or DISTRICT.

DISTRICT reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and DISTRICT in the same manner and to the same extent as CONSULTANT is bound to DISTRICT under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the DISTRICT at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. Workers' Compensation. CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.
14. Non-Discrimination. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the DISTRICT and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

DISTRICT: Coastside Fire Protection District  
1191 Main Street  
Half Moon Bay, CA 94019  
Attention: Fire Chief

CONSULTANT: Redistricting Partners  
925 University Avenue  
Sacramento, CA 95825  
Attention: Paul Mitchell, Owner

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.

18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the DISTRICT's service area or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibits A, B, and C comprise the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

COASTSIDE FIRE PROTECTION DISTRICT

Dated: \_\_\_\_\_  
 Jonathan Cox, Deputy Fire Chief

APPROVED AS TO FORM

Dated: \_\_\_\_\_  
 Jean B. Savaree, District Attorney

CONSULTANT

Dated: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Redistricting Partners

## EXHIBIT A

### SCOPE OF WORK AND SCHEDULE FOR DISTRICTING SERVICES

Redistricting Partners is well prepared to assist the Board and staff in the redistricting process, including working with existing state and federal voting rights act laws, the Fair Maps Act and new California statutes on redistricting for cities, and utilizing traditional redistricting criteria, borne out of state and local laws, caselaw, and best practices, in order to facilitate the process in an open and transparent manner.

Our approach, with additional information below, would include:

- Supporting the staff in developing schedules, materials, and providing information that can be used for any public facing website, including how community input opportunities, hearing information, and draft maps can be made available to the public.
- Supporting the staff with high-quality redistricting training, online mapping tools, and on how the redistricting process operates with state and federal requirements and other traditional redistricting practices.
- In addition to the online mapping tool, working with the District to receive input from residents about their “community of interest” with descriptions of where their community is located, and what binds their community together.
- Working with Imprenta Communications and the staff to build community engagement with the intent of receiving public testimony on communities of interest.
- Analyzing public input - whenever the public develops a mapping plan, be it via an online system, submitted directly in an open comment, or drawn on a napkin, that plan will be converted to the standard formats and datasets and be available on the District’s website.
- After decennial redistricting data has been released and processed, creating multiple draft plans that reflect the testimony from the Board and the public in open hearings and any online submissions.
- Once the redistricting has been concluded, working with the District to transmit the plans in multiple required formats to the County Registrar and work with District staff on any technical issues.

To begin the process, Redistricting Partners will construct for the District the following datasets:

1. Working with the agency and staff from the County Registrar’s office, Redistricting Partners will create the GIS files necessary to define the external boundaries of the agency, and the underlying precincts and their relationships with the Census TIGER files, identifying any changes and discrepancies prior to beginning the districting process.
2. For preliminary analysis during the period prior to the 2020 Census release, Redistricting Partners will obtain the 2010 Census Redistricting Data [P.L. 94- 171] Summary Files and latest American Community Survey (ACS) population estimates.
3. Once released, Redistricting Partners will collect the P.L. 94-171 files, along with

the necessary prison population redistribution that will be required for the first time in 2021. These population figures are reflective of the total population within the boundaries of utilizing the census geographies and is the basis for determining the actual population of the jurisdiction in any redistricting.

4. Most recent ACS dataset, including estimated total population and Citizen Voting Age Population (CVAP). This dataset is based on the long form of the US Census and statistical estimates which can be useful in both understanding how different communities might be growing, and the ethnic populations for the purposes of voting rights claims.

5. Any available data from public sources regarding neighborhoods or other geographies that can be utilized as a part of identifying communities of interest and may be a part of the overall districting process.

One current unknown within this whole process is the extension of the Census and the changing timelines for to the release of the PL 94-171. Normally, this dataset is released by March 31st in the year after the census. However, due to the COVID-19 pandemic and delays in the Census, the timing of the release of the PL 94-171 is now estimated to come out as late as September 30th and a release of a “legacy” dataset in mid-August.

The District will begin the redistricting process prior to release of the census data to allow for community of interest testimony so that it is well-positioned to move to linedrawing once the census data is released.

### **Staff Support**

The owner of Redistricting Partners, Paul Mitchell, and the other Redistricting Partners staff have significant experience in helping local agency staff, and local elected officials become proficient in the traditional criteria used in redistricting and the technical aspects of understanding the data and line drawing. Our staff will attend all Board of Directors meetings and be on hand for all redistricting functions, including in-person or virtual meetings as required.

### **Public Engagement**

Imprenta Communications specializes in outreach personalized and curated for the specific community targeted. Their community outreach efforts are aimed at truly translating information that is clear, digestible, and personal, making accurate information easily accessible. Imprenta can help support this project by bringing their expert knowledge of reaching the Latino and API communities in a culturally competent and successful manner. Efficient translation outreach moves beyond language and into culture.

Imprenta is able to do this by focusing on specific partnerships with Community Based Organizations, community and government leaders to help engage the Latino and API communities served by the Coastside Fire Protection District. Imprenta will utilize a grassroots/grasstops approach where we rally the grassroots community while additionally identifying trusted leaders from the Latino and API communities to further amplify our redistricting messaging to these specific populations.

Due to the current state of California, impacted by the devastating COVID-19, Imprenta has adapted our community outreach strategies to adhere to stay-at-home and social distancing guidelines. In order to efficiently share resources and collaborate with the community and our networks using our “New Normal” methods and technologies, we have developed a set of alternative strategies:

- Zoom town halls, redistricting meetings, and workshops
- Partnership with businesses to provide PSA-type messaging via bilingual posters, flyers, and social posts
- Business owners, government officials and local leadership can each host a special Webinar with live translations in English and Spanish
- Webinars hosted by Latino community leaders and trusted voices
- Church outreach - Write-ups, posts or post materials in church newsletters / social media / website or announcements during services.

### **Ethnic Media Relations**

Imprenta has successfully executed and managed numerous initiatives, issues, political, marketing and public affairs campaigns for public agencies, government entities, high profile elected officials and corporate clients who are not only looking for excellent strategies and executions but also the most precise budget management expertise due to a high accountability to the public and stakeholders. We are committed to providing cost-efficient services to our clients and generating exceptional added value for each and every single project and media buy.

Proactive media relations and obtaining positive media coverage is the core of public relations. At Imprenta we specialize in not only generating coverage in the mainstream press but also in the ethnic media as well. Imprenta’s strength in the multicultural media space is evidenced by our strong relationships with ethnic media, virtually guaranteeing media presence and exposure at our events or for the stories we pitch.

However, irrespective of relationships with reporters and editors, the art of obtaining positive media coverage is in crafting an interesting story. We work with our clients in a realistic and thoughtful way to craft the best possible stories. Furthermore, we know what reporters are looking for and we can tailor messages to fit their needs and interest to best maximize your coverage.

### **Mapping Tools**

One of the first goals of early meetings will be developing processes to identify communities of interest. In our experience it is imperative that the District begin by establishing a very transparent public process to receive testimony about the community of interests throughout the service area. We suggest a process that emphasizes a strong engagement with the public and identification of communities of interest before anyone starts talking about drawing actual maps.

The District and Redistricting Partners agree to utilize the DistrictR mapping tool. DistrictR is a new user-friendly web tool designed to let members of the public try their hand at drawing communities of interest or actual district lines. It features a highly intuitive mapping interface built on top of vetted electoral and demographic data. The tool was developed by the MGGG

Redistricting Lab, a team of researchers at Tisch College of Tufts University, to help state legislatures, local jurisdictions, nonpartisan commissions, and community organizations collect public input throughout the redistricting process.

### **Website Design and Archiving**

While Coastside Fire Protection District does not fall under the Fair Maps Act, it is considered a best practice to provide a process for concurrent transparency and to archive the documents from the 2021 redistricting process until the next round of redistricting in 2031.

### **Plan Creation**

Once the District has had outreach hearings and received significant public input, Redistricting Partners will create three mapping options. These mapping options will be presented to the Board of Directors in a public hearing.

### **Analysis of Maps**

We expect to have a robust process of engaging the public in both using mapping and data to develop community of interest testimony and the drawing of actual district maps.

Whether done online or by hand, all mapping options submitted by the public have value. A map does not have to be perfect to inform the District about how a member of the public views their community, and how they would choose to make tradeoffs between the different factors in redistricting. What is important is that residents have an opportunity to tell their story about their community and that we provide the tools and opportunities to do this.

The mapping alternatives will be produced and stored in a way that the Board or members of the public can view in one of three ways:

PDF Maps – these are user friendly and print, generally on an 8.5x11 format. They don't provide street-level detail, but can be helpful in understanding the general outlines of district plans.

Online / Google Maps – these are online maps which allow the viewer to zoom in on a map, search for an address, or bring up features, like streets and satellite images, to better understand where district lines land.

GIS files – shapefiles and data that can be used by GIS experts, organizations with technical skills who will want to import the raw data into their own systems for analysis.

### **Final Plan Adoption**

The final plan will be presented to the Board with a narrative, describing the source of the map, how it was developed, the communities of interest that were considered in the construction of each district, and what tradeoffs were considered as the board sought to equitably create the election district boundaries.

After completion of the districting process we work with registrars, elections officials and their staff to ensure all relevant data on the jurisdiction lines are submitted and incorporated for the next election.

If requested, Redistricting Partners staff will work with District staff to produce a final written report to submit to the Board regarding the redistricting process and what improvements could be made prior to the next redistricting in 2031.

### **Project Schedule**

This timeline aligns with the current deadline of April 17, 2022 for agencies with a November 2022 election.

May 2021: Kickoff meeting with District staff (online)

September 2021: Presentation to the Board regarding the principles of redistricting, timeline and process. Opportunity to hear public input on communities of interest.

September – December 2021: Public outreach and engagement. This will also be an opportunity to hear from the public about their communities, discussion of preferences of neighborhoods, geographic or other features that should be considered in drawing public plans, and an opportunity for members of the public to submit their own maps.

January 26th, 2022: Board Meeting #1 (Outreach/Engagement) – Presentation to the Board regarding the principles of redistricting, opportunity for pre-map public input on communities of interest. Presentation from the public of any maps identifying communities, discussion of preferences of neighborhoods, geographic or other features that should be considered in drawing public plans. This would include an online training for the use of the selected mapping tool for community engagement, with a focus on the community using this mapping tool as a way of identifying their community of interest.

February 2022: One to Two Public Workshops (Outreach/Engagement) – Additional opportunity for pre-mapping public input on communities of interest. This will also be an opportunity to hear from the public about their communities, discussion of preferences of neighborhoods, geographic or other features that should be considered in drawing public plans, and an opportunity for members of the public to submit their own maps.

February 23rd, 2022: Board Meeting #2 (Mapping Options) – Hearing with public input on draft plans with any input from the Board or public on proposed changes. Maps created by Redistricting Partners to be discussed at the meeting should be posted seven-days prior to hearing.

March 23rd, 2022: Board Meeting #3 (Map Adoption) – Adoption of final plan.

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

CONSULTANT shall provide the District with monthly invoices for all work and costs and associated with the work performed. Work will be billed based on the following hourly rates:

	Hourly Rate	On-Site Day Rate
Paul Mitchell	\$375	\$4,500
Chris Chaffee	\$250	\$3,000
Sophia Garcia	\$185	\$2,220
Kimi Shigetani	\$185	\$2,220

Notwithstanding the above, the total amount invoiced for all work and costs associated with the scope of work described in Exhibit A shall not exceed \$61,000 per the following:

Full District Redistricting Process with a 3 Hearing Structure. Initial presentation to educate the Board and staff on the redistricting process, methodologies, technology, and timeline, plus attendance at all public meetings(a mix of in person and virtual). Working with staff on communications strategies and media, if requested.

Creation of mapping options, evaluation of publicly drawn maps, working with legal counsel on analyzing compliance with the Fair Maps Act and other state and federal laws and traditional redistricting criteria. Overseeing all subcontractors at the direction of staff. Assisting with final map and reports. Additional duties as required.

*Principal Staff: Paul Mitchell, Chris Chaffee & Sophia Garcia  
Cost: \$30,000*

Public Outreach Services. Public Outreach focused on working with all media, Community Based Organizations and other local agencies. Focus on minority and language minority communities and reaching them through a diverse set of tools and means. All communications available in English and Spanish. Services can be scaled in scope to meet the County's needs.

*Principal Staff: Imprenta Communications  
Cost: \$20,000*

Support and Administration. Point of contact for staff and the board, assistance with scheduling of hearings, working with staff on facilities and materials for outreach and board meetings, implementing scheduling and communication tools between staff, consultants and subcontractors.

*Support Staff: Kimi Shigetani  
Cost: \$3,000*

Mapping Tool. DistrictR is an online tool developed by the MGGG Redistricting Lab, a team of researchers at Tisch College of Tufts University allowing for mapping of communities of interest and drawing of district lines.

*Online Public Software + Hosting & Training \$8,000*

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**Total: \$53,000**

While not anticipated, should the DISTRCT require CONSULTANT to attend additional meetings held by its Board of Directors, the added costs for each additional meeting attended by CONSULTANT shall be:

*Additional Remote hearings: \$1,850 each*  
*Additional In-Person hearings: \$3,700 each*

## EXHIBIT C

### INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

#### **ATTACHED:**

1. Insurance Coverage Form

**This INSURANCE COVERAGE FORM modifies or documents insurance provided under the following:**

Named Insured: \_\_\_\_\_ Effective Work Date(s): \_\_\_\_\_

Description of Work/Locations/Vehicles: \_\_\_\_\_

**ADDITIONAL INSURED:** Coastside Fire Protection District (District)  
 1191 Main Street  
 Half Moon Bay, CA 94019  
 Attention: Fire Chief

<b>Endorsement and Certificates of Insurance Required</b> The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> <b>General Liability:</b> (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> <b>Auto Liability:</b> the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> <b>Other:</b>		
<b>Certificates of Insurance Required (no endorsement needed) (Check all that apply)</b>	Insurer	Policy No.
<input type="checkbox"/> <b>Workers Compensation:</b> work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> <b>Professional Liability:</b>		

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

**PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District.

**Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.**

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)**

**ORGANIZATION:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **TELEPHONE:** \_\_\_\_\_

( ) \_\_\_\_\_ **DATE ISSUED:** \_\_\_\_\_