

# Agenda Report



**Date:** September 9, 2014  
**To:** Jeffrey W. Collier, City Manager  
**From:** Nancy Mendez, Assistant City Manager  
**Subject:** Districting Consultant

## **RECOMMENDATION**

It is recommended the City Council:

1. Approve a professional services agreement with Compass Demographics for creation of voting districts;
2. Adopt a budget resolution appropriating \$40,000 for this purpose; and
3. Authorize the City Manager to execute the agreement.

## **BACKGROUND**

At the June 25, 2013 City Council meeting, speakers addressed the City Council in support of a change to district-based elections, citing the California Voting Rights Act (CVRA), and requested a move of election date from April to November of even numbered years. The City Council committed to and did study the issue in detail. It retained experts on both the California Voting Rights Act and voting analysis as those claiming violations did not offer any analysis to support their claims. While no determination has been made that the City's current system is legally invalid, it does appear that California law favors creation of districts and citizens of Whittier have requested that the City's election system change. Thus, on August 27, 2013, the City Council publicly considered options for response and voted 5-0 to bring a ballot measure before the City's voters to decide whether to amend the City's Charter to provide for by-district voting rather than at large voting.

The City Council action approved a Special Municipal Election held on June 3, 2014 to submit to voters a Charter amendment establishing a directly-elected Mayor position and four district-based Council members. On June 3, 2014, voters approved the Charter amendment. District boundaries must be drawn before the next municipal election in April 2016. The Council term will be for four years and the mayoral election will occur every two years.

### **Voting Districts**

"District-based elections" means a method of electing members to the governing body of a political subdivision in which the candidate must reside within an election district

that is a divisible part of the political subdivision and is elected only by voters residing within that election district.

Under the new Charter amendment, the City will be divided into four geographic districts roughly equal in population according to the latest federal decennial census. Factors which may be considered in creating the districts are: (1) topography, (2) geography, (3) cohesiveness, contiguity, integrity, and compactness of territory, and (4) community of interest of the districts. Cal. Elec. Code § 21620. One Council member will be chosen from each district only by the voters residing in that district. The remaining Council member will be a directly elected mayor serving a term of two years. The mayor will be a voting member of the City Council, and will have the additional powers currently provided in the City's charter, and any which may be later established by ordinance. Elections will continue to be staggered so that two council members and the mayor will be selected at one election and the remaining two council members and the mayor will be selected at the next election.

#### Creation of Districts

The charter amendment did not specify the exact manner of drawing districts. California Elections Code section 21620 ["Boundaries of districts of chartered cities"] provides that if the members of the governing body of a chartered city are nominated or elected "by districts" or "from districts", when districts are established, the districts shall be as nearly equal in population as may be according to the latest federal census or, if the city's charter so provides, according to the federal mid-decade census or the official census of the city. After the initial establishment of the districts, the districts shall continue to be as nearly equal in population as may be according to the latest federal decennial census or, if authorized by the charter of the city, according to the federal mid-decade census. In other words, after each census, the City should adjust district boundaries, if necessary, to ensure the districts are still equal in population to the extent possible.

The districts also must comply with applicable provisions of federal and state law. In establishing the boundaries of the districts, the City Council may give consideration to factors such as topography; geography; cohesiveness, contiguity, integrity, and compactness of territory; communities of interest; and incumbency.

There are three broad options for a City Council controlled districting process with final adoption by City Council: (a) staff level public outreach with community workshops, developing mapping alternatives, etc. (based on community and consultant input) and presenting same to City Council over several meetings; (b) a Council subcommittee to perform the workshop level analysis and develop plans for City Council consideration and final adoption; or (c) an advisory committee to conduct the mapping process and make recommendations to the City Council.

## **DISCUSSION**

City staff does not have expertise or experience in creation of voting districts. Therefore, staff identified six consultants in California with experience in establishing district boundaries. City Manager Jeff Collier, Assistant City Attorney Kimberly Hall Barlow, and Assistant City Manager Nancy Mendez interviewed each consultant. The team assessed a number of factors to formulate a recommendation for City Council consideration:

- Length and breadth of experience in districting
- Technical expertise in demographics analysis
- Training and background
- Community outreach process to ensure voter input
- Presentation skills
- Prior experience with cities
- Prior experience with similar size jurisdictions

After interviews, staff recommends that the City retain Compass Demographics to coordinate public outreach, consider community input, and create voting districts that respond to such input and the relevant legal factors for Council consideration (Attachment A). The agreement outlines a scope of work that will involve a robust public outreach effort. Compass Demographics will be assisted by City staff and a professional communications firm in making outreach to the community.

### **Compass Demographics**

David Ely is the manager and founder of Compass Demographics, a consulting and database management firm since 2006 specializing in projects involving census and election data, redistricting projects, demographic analysis, and analysis of voting behavior (Attachment B). Previously, he was Director of Research for the Redistricting and Reapportionment practice of Pactech Data and Research in Pasadena. In 20 years as Director of Research, Mr. Ely testified or consulted to counsel regarding the configuration of election districts as well as providing database construction and redistricting consulting for numerous jurisdictions. Demographic analysis activities include database construction, demographic statistical analysis, expert witness testimony, surname matching, geocoding of registered and actual voter lists, and construction of illustrative districting plans.

Compass Demographics' districting and redistricting consulting activities include database construction, demographic and voter analysis, development of districting plans, public hearings and presentation of plans, technical assistance, and analysis of alternative redistricting plans. Mr. Ely has drawn districts multiple times for the cities of

Los Angeles and Pasadena and for Los Angeles County, most recently for both cities in 2012 and for the County in 2011. Other cities that have used his redistricting services are Oakland, Boston, and Rancho Mirage. He has also drawn districts for many school districts and special districts. Mr. Ely also performed Redistricting Database construction for the California State Legislature from 1987 to 2012 and was a consultant in 2011 for California Legislative Redistricting.

Mr. Ely holds a B.S. in Social Sciences and Mechanical Engineering from California Institute of Technology.

### Districting Creation Process

Compass Demographics will develop a single member district system for the election of City Council members with a three-phase process that includes phases for information, districting, and adoption.

The information phase involves consultant meetings with City representatives to collect information, plan process, and receive instructions; compiling Census and other data including geographic data; and presenting this information to the public and the City Council.

The districting phase involves developing one or more districting options; presenting these options to the public and to the City Council; and refining options to develop a final recommendation.

The adoption phase includes presenting a final recommendation to the City Council and the public; outlining the steps necessary for the Council to adopt an ordinance adopting districts; and communicating the district boundaries to the County Registrar for implementation.

The table on the following page outlines the districting creation process that includes public meetings at each step of the process.

<b>Phase</b>	<b>Task</b>
Information	Planning with City Representatives Database Building Public Meeting(s) Initial Report
Districting	District Options Development District Options Public Presentation Public Meeting(s)
Adoption	Public Meeting(s) Ordinance Communicate to County Registrar

Other Consultants

The City interviewed five other experienced districting consultants, whose qualifications are attached (Attachment C):

- Justin Levitt, San Diego
- Q2 Data & Research, Oakland
- Lapkoff & Gobalet Demographic Research, Berkeley
- Meridian Pacific, Sacramento
- Dolinka Group, Irvine

FISCAL IMPACT

The professional services agreement with Compass Demographics will not exceed \$40,000. Additional costs will be incurred to publish notices and reach out to the community to ensure full participation. The City will also have future ongoing increases in election costs relating to producing candidate and voter materials for three different voting areas each election. Adoption of the budget resolution (Attachment D) will allocate \$40,000 from the General Fund into account 100-15-151-303-619000 for the professional services agreement.

Submitted by:

  
Nancy Mendez  
Assistant City Manager

Attachments: A – Agreement with Compass Demographics  
B – David Ely Qualifications  
C – Alternative Consultants Information  
D – Budget Resolution

**CITY OF WHITTIER  
AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT**, made and entered into this 9<sup>th</sup> day of September 2014, by and between the CITY OF WHITTIER, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and Compass Demographics, with principal offices at 6575 N Vista Street, San Gabriel, CA 91775, hereinafter referred to as "CONSULTANT".

**WITNESSETH**

**WHEREAS**, CONSULTANT is a districting consultant and demographics expert, fully qualified and registered as required under the laws of the State of California; and

**WHEREAS**, CITY retains and employs CONSULTANT to act as such for CITY to perform such consulting services as may be requested of it by CITY. CONSULTANT accepts the employment and agrees to render such services as CONSULTANT on the terms and conditions hereinstated; and

**WHEREAS**, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the requisite experience and background to carry out these duties;

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits, and premises hereinabove stated, the parties hereto agree as follows:

1. **SERVICES TO BE PERFORMED**

CITY hereby engages CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the technical and professional services set forth in the scope of services attached hereto as Exhibit "A" and incorporated herein by this reference.

2. **TIME FOR PERFORMANCE**

CONSULTANT shall begin work within ten (10) days following execution of this Agreement by CITY. CONSULTANT shall complete all tasks in accordance with the schedule included in the scope of services.

3. **PERFORMANCE TO SATISFACTION OF CITY**

CONSULTANT agrees to perform all work in the scope of services to the reasonable satisfaction of CITY and within the time hereinafter specified. If the quality of work is not satisfactory, CITY in its discretion, has the right to:

- a. Meet with CONSULTANT to review the quality of the work and resolve the matters of concern;
- b. Require CONSULTANT to repeat the work at no additional fee until it meets the requirements of the scope of services to the reasonable satisfaction of CITY; and/or
- c. Terminate the Agreement as hereinafter set forth.

4. COMPLIANCE WITH LAW

All services rendered hereunder shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized by or permitted under State or local law to perform such services.

5. FAMILIARITY WITH WORK

By execution of this Agreement, CONSULTANT warrants that:

- a. It has thoroughly investigated and considered the work to be performed, based on all available information;
- b. It carefully considered how the work should be performed;
- c. It fully understands the difficulties and restrictions attending the performance of the work under this Agreement; and,
- d. It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the schedule included in the scope of services.

6. COMPENSATION

A. SERVICES DESCRIBED IN PROPOSAL

For the provision of all services rendered under this Agreement in accordance with the scope of services, attached hereto as Exhibit A and all expenses associated therewith, CITY shall pay CONSULTANT an amount that shall not exceed the authorized amount of **\$40,000.00**, unless the CITY has given specific advance approval in writing. CONSULTANT'S services shall be charged at the rate of \$150.00 per hour, with \$80.00 per hour for support services, plus reimbursement for reasonably incurred out of pocket expenses.



B. ADDITIONAL SERVICES

For any additional services, change orders or any additional compensation of any nature to be proposed for payment to CONSULTANT by CITY, such modification of this original Agreement be in the form of a written amendment to the Agreement signed by authorized representatives of both parties.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

C. PAYMENT PROCEDURE

CONSULTANT shall submit invoices to the CITY no more frequently than monthly. When work is to be paid on a "time and materials not to exceed" basis, invoices shall be submitted monthly. Within ten (10) working days of receipt of such invoice, CITY shall determine whether CONSULTANT has satisfactorily performed the work described in the invoice. CITY shall thereafter pay CONSULTANT for that work which CITY deems to have been satisfactorily completed.

7. TERMINATION

A. TERMINATION FOR CONVENIENCE

Either CITY or CONSULTANT may terminate this AGREEMENT at any time without cause by giving ten (10) calendar days written notice to the other of such termination and specifying the effective date thereof. If this AGREEMENT is terminated as provided herein, CONSULTANT will be paid a total amount equal to the service provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

B. TERMINATION FOR CAUSE

If for any reason, CONSULTANT shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONSULTANT shall violate any of the covenants or stipulations of this agreement, CITY shall then have the right to terminate this agreement by giving a five (5) calendar day written notice to CONSULTANT. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The CONSULTANT will be paid a total amount equal to the service provided as of the termination date. In no event shall the amount

payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

In the event of termination, CONSULTANT shall immediately stop rendering services under this Agreement unless directed otherwise by CITY, and shall deliver to CITY all plans, data, reports, summaries, floppy disks, and all such other information and materials as CONSULTANT may have accumulated in performing this Agreement.

8. COORDINATION OF WORK

A. Selection of Representatives

The following principal of CONSULTANT is hereby designated as the principal and representative of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and to make all decisions in connection therewith:

David Ely                      Principal

The foregoing principal may not be changed by CONSULTANT without the express written approval of CITY.

B. Contract Officer

The Contract Officer shall be the Assistant City Manager or such other person as designated by the City Manager of the City. It shall be the CONSULTANT's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the CONSULTANT shall refer any decision which must be made by CITY to the Contract Officer. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the Contract Officer.

9. INDEPENDENT CONTRACTOR

A. CONSULTANT Status

CONSULTANT is an independent contractor and not an employee of CITY. Neither CITY nor any of its employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as herein set forth and, CONSULTANT expressly warrants not to, in any time or in any manner, represent that CONSULTANT, or any of CONSULTANT's officers, employees or agents, are in any manner officers, employees, or agents of CITY. It is distinctly understood that said CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONSULTANT, and that CONSULTANT's

obligations to the CITY are solely such as are prescribed by this Agreement.

**B. CONSULTANT's Personal Services - Inducement**

This Agreement contemplates that the CONSULTANT's personal services and those of CONSULTANT's officers, employees, and agents are a substantial inducement to the CITY for entering into this Agreement. CONSULTANT may not assign any interest in this Agreement, except upon written consent of CITY.

Furthermore, unless expressly provided otherwise in CONSULTANT's proposal, CONSULTANT shall not subcontract any portion of the performance contemplated under this Agreement without the prior written approval of the CITY. Nothing in this Agreement shall be construed as preventing CONSULTANT from employing as many employees as CONSULTANT deems necessary for the proper and efficient execution of this Agreement.

**10. PERS ELIGIBILITY INDEMNITY**

In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, CONSULTANT shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

**11. INDEMNITY**

CONSULTANT hereby agrees to protect, indemnify and hold CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and

character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of the negligence, recklessness or willful misconduct of CONSULTANT in the performance of its services under this Agreement. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the CITY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONSULTANT'S negligent performance hereunder.

12. INSURANCE

Throughout the term of this Agreement, CONSULTANT shall procure and maintain, at its own cost, the insurance as described in Exhibit "B", "Insurance Requirements".

13. MISCELLANEOUS

A. Ownership of Documents

All deliverables described in the scope of services shall be the property of CITY and shall be delivered to CITY upon completion or termination of this Agreement. All hard copy documents and information in electronic files that are assembled or prepared by CONSULTANT shall be made available to CITY upon request to review or to copy, and CITY shall reimburse CONSULTANT for actual cost of reproduction of documents not included as deliverables in the scope of services. Copies and said documents and electronic information may be retained by CONSULTANT, but shall not be made available by CONSULTANT to any individual or organization without the prior written approval of CITY, except as required by law.

B. Notices

Any notices to be given under this Agreement shall be given by enclosing the same in the sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

CITY:

CONSULTANT:

City of Whittier  
13230 Penn Street

Compass Demographics  
6575 N Vista Street

Whittier, CA 90602  
Attn: City Clerk-Treasurer

San Gabriel, CA 91775  
Attn: David Ely

C. Enforcement of Agreement

This Agreement shall be construed and interpreted as to both validity, and performance of the parties, in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and CONSULTANT covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

D. Disputes

In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefor.

The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within ninety (90) days after service of the notice, or if the cure of the default is commenced within thirty (30) days after service of said notice and is cured within a reasonable time after commencement; provided that, if the default is an immediate danger to the health, safety and general welfare, the CITY may take immediate action. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

E. Waiver

No delay or omission in the exercise of any right or remedy of a nondefaulting Party on any default shall impair such right or remedy or be construed as a waiver. CITY's consent or approval of any act by CONSULTANT requiring CITY's consent to or approval of any subsequent act of CONSULTANT or any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

F. Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

G. Attorney's Fees

If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs of suit from the losing Party.

H. Integration

This Agreement, together with attached Exhibits identified herein supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF WHITTIER

By \_\_\_\_\_  
Jeffrey W. Collier, City Manager /Date

ATTEST:

By \_\_\_\_\_  
Kathryn A. Marshall, City Clerk-Treasurer /Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Richard D. Jones, City Attorney /Date

COMPASS DEMOGRAPHICS:

By David Ely \_\_\_\_\_ 9/3/2014  
David Ely, Principal /Date

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Thank you for the opportunity to provide you with information regarding the development of a single member district system for the election of City Council Members. This is based on a three phase process, with phases that I refer to as Information, Districting, and Adoption.

The Information phase involves my meeting with City Representatives to collect information, plan process, and receive instructions; compiling Census and other data including geographic data; and presenting this information to the public and the Council.

The districting phase involves the development of one or more districting options, the presentation of these options to the public and to the Council, and the refinement of options to develop a final recommendation.

The Adoption phase includes the presentation of a final recommendation to the Council and the public and the steps necessary for the Council to adopt an ordinance adopting districts, and the communication of the district boundaries to the County Registrar for implementation.

The following table provides a brief listing of the tasks described above.

<b>Phase</b>	<b>Task</b>
Information	Planning with City Representatives Database Building Public Hearing(s) Initial Report
Districting	District Options Development District Options Public Presentation Public Hearing(s)
Adoption	Public Hearing(s) Ordinance Communicate to County Registrar



**EXHIBIT "B"**  
**INSURANCE REQUIREMENTS**

The CONSULTANT shall maintain throughout the duration of the term of the Agreement, liability insurance covering the CONSULTANT and, with the exception of Professional Liability Insurance, designating CITY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultant's, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the CONSULTANT's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the CONSULTANT's insurance policies shall be primary as respects any claims related to or as the result of the CONSULTANT's work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or CONSULTANTS shall be non-contributory.

Professional Liability Insurance	\$1,000,000/\$2,000,000
----------------------------------	-------------------------

General Liability:

- |                                     |             |
|-------------------------------------|-------------|
| a. General Aggregate                | \$2,000,000 |
| b. Products Comp/Op Aggregate       | \$2,000,000 |
| c. Personal & Advertising Injury    | \$1,000,000 |
| d. Each Occurrence                  | \$1,000,000 |
| e. Fire Damage (any one fire)       | \$ 50,000   |
| f. Medical Expense (any one person) | \$ 5,000    |

The CONSULTANT shall provide thirty (30) days advance notice to CITY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days after the effective date of this Agreement, and no payments for services provided by CONSULTANT under this agreement shall be made by CITY until it is in receipt of said certificates. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the CONSULTANT for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONSULTANT.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. CONSULTANT shall immediately advise CITY of any litigation that may affect these insurance policies.

VITA

**DAVID R. ELY**

Compass Demographics, LLC  
6575 N. Vista Street  
San Gabriel, CA 91775  
(626) 285-3074

E-mail: [ely@compass-demographics.com](mailto:ely@compass-demographics.com)

**Employment:**

**2007 to present**

David Ely is the manager and founder of Compass Demographics, a consulting and database management firm specializing in projects involving census and election data, redistricting projects, demographic analysis, and analysis of voting behavior.

**1986 to 2007**

Director of Research for the Redistricting and Reapportionment practice of Pactech Data and Research, Pasadena, California. As Director of Research, Mr. Ely testified or consulted to counsel in a variety of litigation involving the configuration of election districts as well as providing database construction and redistricting consulting for numerous jurisdictions.

**Education:**

California Institute of Technology in Pasadena, CA with a B.S. in Social Sciences and Mechanical Engineering in 1987.

**Redistricting Consulting**

Activities include database construction, demographic and voter analysis, development of districting plans, public hearings and presentation of plans, technical assistance, and analysis of alternative redistricting plans.

2012 Los Angeles Unified School District Redistricting

2012 Los Angeles City Council Redistricting

2012 Pasadena Unified School Board Districting

2012 Pasadena City Council Redistricting

2011 Bay Area Rapid Transit (BART) Board Redistricting

2011 California Legislative Redistricting

2011 Los Angeles County Redistricting

**(Redistricting Consulting, cont.)**

- 2008 Ceres Unified School District Redistricting
- 2008 Madera Unified School District Redistricting
- 2008 Merced Elementary School District Redistricting
- 2008 Merced High School District Redistricting
- 2005 Hanford Joint Union High School District Redistricting
- 2003 Oakland City Council and Oakland Unified School Board Redistricting
- 2002 Los Angeles City Council Redistricting
- 2002 Los Angeles Unified School District Board Member Redistricting
- 2002 Pasadena, California, City Council Redistricting
- 2001 California Legislative Redistricting (Senate, Assembly, and Congressional)
- 2001 Los Angeles County Supervisorial Redistricting
- 2001 Bay Area Rapid Transit Board Member Districts Redistricting
- 1992 Rancho Mirage, California, City Council Redistricting
- 1992 Three Valleys Municipal Water District Redistricting
- 1992 Los Angeles Unified School Board Member Redistricting
- 1992 Los Angeles City Council Redistricting
- 1992 Pasadena, California, City Council Redistricting
- 1991 California Congressional Redistricting
- 1991 California State Assembly Redistricting
- 1991 Los Angeles County Board of Supervisors Redistricting
- 1987 City of Boston, Massachusetts Redistricting
- 1986 Los Angeles City Council Redistricting
- 1987 to 2012, California State Legislature, Redistricting Database construction

**Litigation Analysis**

Activities include database construction, demographic analysis, expert witness testimony, surname matching, geocoding of registered and actual voter lists, and construction of illustrative districting plans.

2000-Present Provided analysis on numerous voting rights investigations

*Rodriguez v. Grand Prairie Independent School District* (2014), expert witness (Texas)

*Solis v. City of Santa Clarita* (2014), expert witness (California)

*Jauregui v. City of Palmdale* (2013), expert witness (California)

*Gonzalez v. City of Compton* (2012), expert witness (California)

*Fabela v. City of Farmers Branch* (2011), expert witness (Texas)

*Benavidez v. Irving Independent School District* (2008, 2013), expert witness (Texas)

*Benavidez v. City of Irving* (2008), expert witness (Texas)

*Avitia v. Tulare Local Health Care District* (2008), expert witness (California)

*U.S. v. City of Euclid* (2007), election data consultant (Ohio)

Bexar Metropolitan Water District (2007), election data consultant (Texas)

*U.S. v. City of Springfield, Massachusetts* (2006)

*U.S. v. State of Missouri* (2006), election data consultant

*U.S. v. City of Philadelphia and Philadelphia City Commission* (2006), Pennsylvania

*State of Georgia v. Ashcroft*, (2004) election data consultant

*Gomez v. Hanford Joint Union High School District*, (2004) California

*Sanchez v. City of Modesto*, (2004), California

*Governor Gray Davis v. Kevin Shelley*, (2003) data analysis and declaration (California)

*U.S. v. Alamosa County*, (2002), expert witness (Colorado)

*Cano v. Davis*, (2002), election data consultant, (California)

*U.S. v. City of Lawrence*, (2000), expert witness (Massachusetts)

*U.S. v. City of Santa Paula*, (2000) voting rights litigation (California)

*U.S. v. Upper San Gabriel Valley Municipal Water District*, (2000) voting rights litigation (California)

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**(Litigation Analysis, cont.)**

*U.S. v. Passaic* (2000) voting rights litigation (New Jersey)

*U.S. v. City of Lawrence*, (1999) voting rights litigation (Massachusetts)

*Bonilla v. Chicago City Council* (1992-1998), expert witness (Illinois)

*Ruiz v. City of Santa Maria*, (1992-1998), voting rights litigation (California)

*Garza v. County of Los Angeles*, (1988-90), Constructed databases and designed remedial plans for Los Angeles County Supervisorial Districts

## Alternative Consultants Information

### Justin Levitt

Justin Levitt is a national expert in constitutional law and the law of democracy, with particular focus on election administration and redistricting. He has published in the Harvard Law Review, the Yale Law and Policy Review, the Georgetown Law Journal, the William & Mary Law Review, and the peer-reviewed Election Law Journal, among others. In spring 2013, he served as a visiting faculty member at the Yale Law School; in spring 2014, he served as a visiting faculty member at Caltech.

Levitt has been invited to testify before committees of the U.S. Senate, the U.S. Civil Rights Commission, several state legislative bodies, and both federal and state courts. His research has been cited extensively in the media and the courts, including the U.S. Supreme Court. He also maintains the website [All About Redistricting](#), tracking the process of state and federal redistricting around the country, including litigation.

Levitt has served in various capacities for several presidential campaigns, including as the National Voter Protection Counsel in 2008, helping to run an effort ensuring that tens of millions of citizens could vote and have those votes counted. Before joining the faculty of Loyola Law School, he was counsel at the Brennan Center for Justice at NYU School of Law, for five years. He has also worked as in-house counsel to the country's largest independent voter registration and engagement operation, and at several nonprofit civil rights and civil liberties organizations.

Levitt served as a law clerk to the Honorable Stephen Reinhardt of the U.S. Court of Appeals for the Ninth Circuit. He holds a law degree and a master's degree in public administration from Harvard University, and was an articles editor for the Harvard Law Review. He is admitted to the bar in California, New Jersey, New York, and the District of Columbia, and to the U.S. Supreme Court, the U.S. Courts of Appeal for the Ninth Circuit and Eleventh Circuit, and the U.S. District Courts in the Central District of California and Northern District of Florida.

### Q2 Data & Research

Q2 Data & Research is a certified small business located in Oakland, California. Their diverse team of professional women includes political scientists, attorneys, and data specialists. Q2 specializes in commission and task force-led redistrictings that are transparent and maximize public access. Q2 Data & Research offers qualitative and quantitative research services and provides technical services in areas such as Redistricting, Elections and Election Administration.

Q2 was the technical and mapping consultant to the California Citizen Redistricting Commission and operates the California Citizens Redistricting Commission's Website. Q2 was technical and mapping consultant for San Francisco Board of Supervisors 2011 redistricting and for City and County of San Francisco Elections Commission

redistricting. Karin MacDonald, the principal, has also consulted on many others of the largest redistricting projects in California over the past 20 years.

#### Lapkoff & Gobalet Demographic Research, Inc.

Jeanne Gobalet earned four degrees from Stanford University, including an M.A. in Education and a Ph.D. in Sociology (with a Demography specialization). She was a postdoctoral fellow and visiting scholar at the University of California, Berkeley, Demography Department. She has been an educator and researcher for more than 20 years, having taught social sciences and engaged in institutional research for the San Jose/Evergreen Community College District before beginning to work with Dr. Lapkoff. Dr. Gobalet is a pioneer and expert in the use of GIS analysis and mapping, as well as various aspects of school demography. She has written articles and a book and has made many public presentations. She has testified as an expert and provided litigation support in cases involving school districts and other clients. Her expertise in spatial analysis and geographic information system software are put to expert use.

Shelley Lapkoff earned her Ph.D. in Demography and her M.A. in Economics from the University of California at Berkeley, and has taught Applied Demography in U.C. Berkeley's Demography Department. In 1989, she started Lapkoff Demographic Research, providing consulting services to Kaiser Permanente and several San Francisco Bay Area school districts. Since then, she has provided her research services to school districts throughout California and given expert testimony in several court cases. Dr. Lapkoff is recognized as a national leader in the field of school district demography, and has served as chair of the Applied Demography Committee of the Population Association of America.

Dr. Lapkoff and Dr. Gobalet began their collaboration in 1990 with a series of political redistricting projects for more than a dozen jurisdictions. In 1992, Dr. Gobalet joined Dr. Lapkoff as a principal of the firm, which became Lapkoff & Gobalet Demographic Research, Inc. The firm continued to focus on redistricting while expanding its range of projects for an increasing number of other clients.

Both Drs. Lapkoff and Gobalet are active in the Population Association of America, the academic and applied demographers' professional association. They are writing a book, *Forecasting School Enrollments: Demographic Tools to Help Schools Prepare for Change*, which is intended for both demographers and school administrators. It explains forecasting techniques and other demographic methods for school administrators.

#### Meridian Pacific

Meridian Pacific provides comprehensive redistricting solutions to municipalities throughout California. Their focus is working with local elected officials, legal counsel and members of the community at large to provide an inclusive, community-driven redistricting process that involves all interested parties to strive for cooperation and consensus.



They have worked on several cases that have fallen under the jurisdiction of the Federal Voting Rights Act and California Voting Rights Act, and have a track-record of effectively working with local officials to see that their processes meet all relevant legal requirements, including conducting in-depth analysis of ethnic voter behavior and providing all documentation, maps, data, and analyses used during the process of determining the applicability of voting rights laws. They have worked with Los Angeles-based Political Data Inc. to develop a unique redistricting database that includes actual voter history, name matching for ethnicities that complement those provided through the census, and clearer analysis of both individual voter turnout patterns and precinct-level voting behavior. This data research, mapping and political analysis allows us to work with legal counsel to accurately judge compliance with state and federal laws and their applicability to proposed districts.

Meridian Pacific has executed a number of in-depth redistricting projects, from analysis to district creation, for several clients throughout California, including the California Chamber of Commerce, the City of Elk Grove, three school districts, two special districts, and the San Diego County Republican Party.

In addition, they have worked since the start of the 2011 Redistricting process to produce and update MPIMaps.com, California's top free online resource for maps and demographic information related to the redistricting process. Meridian Pacific uses data from Political Data Inc., which is Paul Mitchell's company.

Matt Rexroad is a Yolo County Supervisor; on the Board of Directors of California State Association of Counties (CSAC); Chair of the Climate Action Team and Yolo County Housing Authority; former Chair of the Yolo-Solano Air Quality Management District; and former Mayor of City of Woodland. He was Legal Counsel/Chief of Staff for the California State Legislature in 1992-2004 and served as Chief of Staff to three different legislators. He holds Bachelors in Political Science and Masters in Public Administration from University of Southern California and a JD from McGeorge School of Law.

Chandra Sharma is a seasoned political strategist with an extensive background in voter targeting, demographics and the use of technology in the Political realm. He has served as a key player in numerous candidate and public affairs campaigns throughout the country, and is frequently called upon to provide his expertise in analyzing the effects of public opinion, ethnicity and voting behavior on a multitude of electoral issues. He is proficient with GIS software for redistricting.

#### Dolinka Group

Dolinka in Irvine has a focus on financial advisory services (bonds), facilities planning, special tax and assessment services, and developer fees. Donlinka has provided districting services to 14 school districts and community college districts, and indicates

that they have limited clients by design, focusing on communities and understanding dynamics and demographics.

Larry Ferchaw is Senior Director and has assisted in identifying impacts of new development, levying fees against such development, and planning for future facilities. Since joining Dolinka Group in 2003, Mr. Ferchaw has prepared demographic and financial analyses and has assisted clients in urban and rural areas of California. Mr. Ferchaw holds a B.A. in History from the University of California, Los Angeles and an M.S. in Journalism from Columbia University.

Ann Feng-Gagne is a key member of Dolinka Group and is responsible for the day-to-day management of the financing and demographic services provided by the firm. These services include Master Plans/Funding Programs, property negotiations, formation and administration of CFDs and Assessment Districts, Redevelopment, OPEB funding, and G.O. Bond campaigns and issuances. Ms. Feng-Gagne holds a B.S. in Policy Analysis/Management from Cornell University.

## RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, AMENDING THE FISCAL YEAR 2014-15 BUDGET TO APPROPRIATE FUNDING FOR CITY COUNCIL DISTRICTING CONSULTANT

WHEREAS, the City of Whittier is proposing to enter into an agreement with Compass Demographics to coordinate public outreach, consider community input, and create City Council member voting districts that respond to such input and the relevant legal factors for City Council consideration;

WHEREAS, Compass Demographics' districting consulting activities will include database construction, demographic and voter analysis, development of districting plans, public hearings and presentation of plans, technical assistance, and analysis of alternative redistricting plans;

WHEREAS, Compass Demographics consultant work will not exceed \$40,000;

WHEREAS, there are funds available for this purpose in the General Fund; and

WHEREAS, it is necessary to amend the FY 2014-15 Budget.

THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. The following supplemental appropriations shall be added to the City's FY 2014-15 Budget:

<u>Account No.</u>	<u>Account Name</u>	<u>Increase (decrease) Amount</u>
100-15-151-303 619000	Professional Services	\$40,000

SECTION 2. The City Clerk shall certify to the passage and adoption thereof.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
CATHY WARNER, Mayor

ATTEST:

\_\_\_\_\_  
KATHRYN A. MARSHALL  
City Clerk-Treasurer