



AGENDA

**SPECIAL MEETING
CYPRESS CITY COUNCIL
January 10, 2024
5:00 P.M. - Closed Session
6:00 P.M. - General Session**

www.cypressca.org

**5275 Orange Avenue
Cypress, California**

Interested in speaking to the City Council? Information about participating in the City Council meeting appears at the end of the agenda.

CALL TO ORDER

5:00 P.M.
Council Chambers

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Scott Minikus
Mayor Pro Tem Bonnie Peat
Council Member David Burke
Council Member Anne Mallari
Council Member Frances Marquez

ORAL COMMUNICATIONS ON CLOSED SESSION / WORKSHOP ITEMS

(Limited to 30 minutes - three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on closed session/workshop items prior to any action taken. Although Council Members may provide brief responses, the City Council may not engage in a discussion with members of the public during the meeting. Please complete a speaker's card to address the City Council in-person. Members of the public are encouraged to communicate with the City Council via email at adm@cypressca.org or by calling 714-229-6699.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Southwest Voter Registration Education Project v. City of Cypress
Case No. 30-2022-01270865-CU-CR-CJC
Orange County Superior Court

RECONVENE

6:00 P.M.
Council Chambers

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Scott Minikus
Mayor Pro Tem Bonnie Peat
Council Member David Burke
Council Member Anne Mallari
Council Member Frances Marquez

REPORT OF CLOSED SESSION

City Manager/ City Attorney

ORAL COMMUNICATIONS ON AGENDA ITEMS (Three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on agenda items prior to any action taken. Although Council Members may provide brief responses, the City Council may not engage in a discussion with members of the public during the meeting. Please complete a speaker's card to address the City Council in-person. Please follow the instructions at the end of the agenda and wait for the Mayor/City Clerk to call on you to address the City Council virtually. Speakers providing in-person comments will be called first. Members of the public are encouraged to communicate with the City Council via email at adm@cypressca.org or by calling 714-229-6699.

CONTINUED ITEMS

1. **Approve an Agreement to Settle the Lawsuit Challenging the City's At-Large Method of Electing Council Members**

Prepared by: Fred Galante, City Attorney

Recommendation: Approve an agreement with Malini Nagpal, Kathryn Shapiro, and Southwest Voter Registration Education Project to resolve the California Voting Rights Act action by requesting the Court to enter a judgment requiring the City, pursuant to procedures set forth in Elections Code § 10010, to change from an at-large system of electing five Council Members to a system of by-district elections for five Council Members as described in subsection (a) of Exhibit 1 of the agreement beginning with the November 2024 City Council election.

2. **Approve a Resolution of Intention Regarding Transition to By-District City Council Elections**

Prepared by: Alisha Farnell, City Clerk

Recommendation:

1. Approve a Resolution of intention regarding transition to by-district elections; and
2. Adjust the start time for Regular City Council meeting general sessions that feature a public hearing related to the adoption of by-district elections to 5pm and ensure the public hearings begin promptly at 6pm.

3. **Approve an Agreement for Services to Establish City Council Electoral Districts and a Task Order for Community Outreach Services**

Prepared by: Peter Grant, City Manager

Recommendation:

1. Approve an agreement with National Demographics Corporation, not to exceed \$50,000, related to establishing City Council electoral districts including providing a project website, online and paper mapping tools for the public, and in-person participating at all public hearings; and
2. Approve a task order with Communications LAB, not to exceed \$20,000, for by-district election communications and outreach; and
3. Appropriate \$70,000 in the General Fund.

ADJOURNMENT

The next meeting will be an adjourned Regular Meeting, to be held on Monday, January 22, 2024, beginning at 5:30 p.m. in the Executive Board Room.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted on the City Hall bulletin board and City website not less than 24 hours prior to the meeting. Dated this 9th day of January, 2024.

Alisha Farnell, City Clerk

PUBLIC PARTICIPATION

Members of the public can participate in the City Council meeting in the following ways:

1. Attend In-Person. First-come, first-served seating is available. All attendees must be free of any symptoms associated with contagious illnesses.
2. Attend Virtually via Webinar. Follow this link: <https://attendee.gotowebinar.com/register/7283063204244169047>. Advanced registration is recommended.

The public may address the City Council virtually during Oral Communications on Agenda Items and Public Hearings. Virtual participants must click the 'hand raise' button prior to the end of the first in-person speaker to indicate they wish to address the City Council. Upon clicking the 'hand raise' button, please unmute your microphone and wait for the Mayor/City Clerk to call on you.



= Hand Raise



= Unmute

3. Submit Public Comments Prior to the Meeting. The public may submit comments via email to cityclerk@cypressca.org. Comments submitted by 3:00 p.m. on the day of the meeting will be added to the City Council agenda as a Consent Calendar item.
4. Watch the Meeting. The City Council meeting can be viewed on Spectrum Cable Channel 36 or on the City's website at www.cypressca.org/watchlive.
5. Listen to the Meeting. Listen-only teleconferencing is available by calling (562) 247-8321 and entering Access Code 390-526-134. No registration or audio pin is necessary.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk at (714) 229-6685 at least 24 hours prior to the meeting to enable the City to make reasonable arrangements to assure accessibility to this meeting.



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Special

1.

FROM: Fred Galante, City Attorney

DATE: 01/10/2024

SUBJECT: Approve an Agreement to Settle the Lawsuit Challenging the City's At-Large Method of Electing Council Members

RECOMMENDATION

Approve an agreement with Malini Nagpal, Kathryn Shapiro, and Southwest Voter Registration Education Project to resolve the California Voting Rights Act action by requesting the Court to enter a judgment requiring the City, pursuant to procedures set forth in Elections Code § 10010, to change from an at-large system of electing five Council Members to a system of by-district elections for five Council Members as described in subsection (a) of Exhibit 1 of the agreement beginning with the November 2024 City Council election.

SUMMARY

The agreement resolves a claim, which the City disputes, that Cypress' at-large election system is prohibited under the California Voting Rights Act by requiring the City to transition to by-district elections beginning with the November 2024 City Council election. If the City approves the agreement, public hearings will be scheduled over the next three months to develop and approve an electoral map.

DISCUSSION

In September 2021, Cypress residents Malini Nagpal and Kathryn Shapiro, represented by Southwest Voter Registration Education Project (SVREP), a Texas-based Latino voter registration non-profit, asserted that the City's at-large election system is prohibited under the California Voting Rights Act (CVRA). Adopted in 2001, CVRA has been employed across California to force cities and other small local governments to adopt by-district elections.

While the City disputes the plaintiffs' claim, it conducted outreach to understand the community's opinion of Cypress' system for electing Council Members. Through public forums and a survey, residents made it clear they preferred an at-large election system that ensures their right to vote for all five Council Members.

In July 2022, the plaintiffs sued the City to force it to switch to by-district elections, which would mean that residents elect one Council Member every four years from the district in which they reside, instead of selecting all five Council Members as they have throughout the City's history.

Honoring residents' input from community outreach it conducted, the City has defended Cypress' at-large election system while acknowledging that no city has ever prevailed against a CVRA lawsuit.

In September 2023, the California Supreme Court reversed the only successful defense of a CVRA claim by a local government when it ruled against the City of Santa Monica in a lawsuit by Pico Neighborhood Association and Maria Loya.

The Santa Monica ruling significantly reduced the likelihood that Cypress' at-large election could be found to comply with CVRA. As a result, the City participated in advisory mediation to reassess its ability to defend the lawsuit to force Cypress into by-district elections. The mediation was conducted with the assistance of a retired judge with extensive CVRA experience.

While the City remains confident that Cypress' at-large election system effectively represents the entire community, it is also clear that there have been consequential changes to circumstances surrounding the lawsuit since the City began defending against it. This includes taking into account the opinions of an experienced mediator and reviewing data regarding the 2022 City Council election (an election that occurred more than a year after plaintiffs made their claim against the City).

Summary of Agreement

The recommended agreement requires the City to transition to by-district elections beginning with the November 2024 City Council election. The agreement gives the City the ability to work with the community to establish the boundaries of the five districts, rather than have a court dictate the districts.

The City will use a public hearing process (in accordance with Elections Code § 10010) to adopt five electoral districts. The public hearing process will include the opportunity for residents to generate maps for consideration. The public hearing process schedule is a separate item on the January 8, 2024 agenda.

The City must select an electoral map no later than February 26, 2024, and identify the two districts that will elect Council Members in November 2024. The other three districts will elect Council Members in November 2026. This approach preserves the City's current Council Member election sequence and respects the terms voters elected Council Members to serve in the November 2020 and November 2022 elections.

The district with the highest percentage of Asian American voters, measured by citizen voting age population estimates, must be one of the two districts to elect its Council Member in November 2024.

The district map and election sequence adopted following the public hearing process will govern elections between 2024 and 2030. As is standard practice in cities that elect Council Members by-district, the City will update the electoral map in conformance with state and federal law following the release of data from the 2030 decennial census.

The agreement requires the plaintiffs to participate in the 2024-2030 electoral map public hearing and election sequence selection process by submitting electoral maps that are acceptable to them and/or specifying which electoral maps submitted by the City or third parties are acceptable to them.

If the plaintiffs do not accept the City's electoral map and election sequence, they may require the City to meet and confer. If the plaintiffs and City agree upon an electoral map or election sequence through the meet and confer process, the City will adopt the electoral map and election sequence no later than March 11, 2024. If the plaintiffs and City are unable to agree on an electoral map or election sequence by March 4, 2024, the lawsuit will proceed to trial. It bears repeating that no city has successfully challenged a CVRA lawsuit like the one Cypress is facing, and that the recent Santa Monica ruling weakened the City's position in the litigation.

The agreement also provides the City with unique, and important, protections against uncontested elections. For example, if the pattern of uncontested elections recently documented throughout Orange County emerges in Cypress, the City has the option to switch to a ranked choice or cumulative voting election system if three of the seven contests to elect Council Members through 2028 are uncontested, or if five of the 10 contests through 2030 are uncontested. Similarly, if California law is changed to permit alternative at-large election systems under the CVRA, the City may seek to change away from the by-district election system.

The agreement does not change Council Members' term limits or any other provisions of the City Charter.

The agreement provides the plaintiffs reasonable attorneys' fees, costs and expenses. If an agreement on attorneys' fees cannot be reached, it will be submitted to arbitration.

Alternatives

The City Council may also:

1. Direct the City Attorney to continue to negotiate the agreement. However, it is unlikely the plaintiffs will agree to material changes to the recommended agreement. In particular, the plaintiffs rejected alternatives to by-district elections (including ranked choice, cumulative voting, or a method that elects Council Members by-district from a vote by the population as a whole) and that ranked choice and cumulative voting are not currently permitted by the County Registrar of Voters.
2. Not approve the recommended agreement. This alternative will likely result in the plaintiffs proceeding to trial.
3. Provide other direction.

BUDGET IMPACT

The City is responsible for its legal defense costs and the agreement provides the plaintiffs reasonable attorneys' fees, costs and expenses. While these costs are to be determined, the City's General Fund has sufficient unreserved cash balances available to pay for them.

The estimated cost to transition to by-district elections is \$100,000. This includes \$50,000 for a demographics consultant to support the electrical map development process; \$30,000 for legal and additional election costs; and \$20,000 for communications and community engagement.

LEGAL REVIEW

The City Attorney, assisted by special counsel, participated in drafting and negotiating the recommended agreement.

APPROVED BY:

Peter Grant, City Manager

Attachments

Agreement

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

The parties to this SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS (“Agreement”) are Southwest Voter Registration Education Project, Kathryn Shapiro, and Malini Nagpal (referred to as “Plaintiffs” herein), and the City of Cypress, a California charter city (referred to as “City” or “Defendant” herein). These persons or entities are sometimes referred to as “Parties” or “each Party” herein. This Agreement is effective as of the date it is signed by the last Party to sign this Agreement.

RECITALS

A. On or about July 20, 2022, Plaintiffs filed a complaint for a violation of the California Voting Rights Act of 2001 (“CVRA”) against the City in Orange County Superior Court, thereby instituting the action entitled Southwest Voter Registration Education Project, et. Al. u. City of Cypress, California, Case No. 30-2022-01270865-CU-CR-CJC (the “CVRA Action”).

B. The City answered the complaint on or about September 22, 2022, denying the allegations in the complaint and asserting affirmative defenses.

C. The Parties desire to settle the CVRA Action and to fully and finally settle any and all disputed matters between them arising out of, or relating to, the CVRA Action, or any claims that could have been raised in connection with the CVRA Action or the City’s system of at-large elections for members of its City Council occurring prior to the date of this Agreement, without any further court proceedings, trial, appeal or adjudication of any issue of fact or law, except as provided herein, and without any admission with respect to such matters. Past, present, or future members of the City Council who were or will be elected or appointed to their positions are referred to as “Council Members.”

D. The purpose of this Agreement is to settle the CVRA Action by the Parties jointly requesting the Court to enter a judgment pursuant to its authority under the Code of Civil Procedure § 664.5 and the CVRA, requiring the City, pursuant to procedures set forth in Elections Code § 10010 to change from an at-large system of election of five (5) Council Members to a system of by-district elections for five (5) Council Members as described in subsection (a) of Exhibit 1, hereto, in time to be implemented for the November 2024 City Council elections, as provided in Exhibit 1.

TERMS AND CONDITIONS

NOW, THEREFORE, in light of the foregoing recitals, and in consideration of the representations, warranties, releases, and promises contained herein, the Parties agree to the following terms and conditions:

1. Stipulation for Entry of Judgment.

1.1. Immediately upon full execution of this Agreement, and satisfaction of the terms set forth in paragraph 1.2, whichever comes last, the Parties shall execute and jointly file with the Court the Stipulation for Entry of Judgment attached hereto as Exhibit 1 (“Stipulation”).

The Parties further agree to jointly request that the Court enter judgment consistent with the Stipulation. The Stipulation for Entry of Judgment, including the proposed judgment thereon, and faithful performance of the terms of that judgment, are integral to this Agreement, and shall, in all respects, be construed as being part of this Agreement. If the Court refuses to enter judgment as requested by the Parties consistent with the Stipulation, this Agreement is null and void.

1.2. The final judgment shall include a copy of the judicially approved electoral district map developed through use of the procedures and meeting the criteria specified below. One of the districts will consist largely of a significant portion of the area between Orange Avenue and Ball Road that lies within the City (the “Central District”), the precise boundaries of which are subject to the procedures set forth below in this paragraph, including the procedures by which Plaintiffs can identify maps that are acceptable to them and the procedures through which the Parties will attempt to reach agreement regarding the electoral district map. The City shall conduct a public process in accordance with Elections Code § 10010, to consider the adoption of district boundaries for the five districts as contemplated in Paragraph (a)(1) of the Stipulation. To facilitate resolution, Plaintiffs and/or their authorized representatives shall participate in the public process as early as is practicable, either by (1) submitting one or more maps that are acceptable to them for consideration by the City Council or (2) specifying which of the maps submitted by the City’s consultants or third parties are acceptable to them, or (3) both. The City shall schedule the public hearings required under Elections Code § 10010 so that the hearing to select a five-district map is scheduled no later than February 26, 2024 (though a second reading of an ordinance adopting the electoral map may occur at a later date). No later than February 26, 2024, the City shall also identify two of the five districts that will hold elections for Council Members in November 2024 and the other three districts that will hold elections for Council Members in 2026. The district with the highest percentage of Asian American voters, as measured by citizen voting age population estimates, shall be one of the two districts selected to have its election in 2024. If the City Council adopts a map and election sequence that Plaintiffs have identified as acceptable to them, that electoral district map shall be included in the Stipulated Judgment proposed to the Court, and the Parties shall jointly request the Court to enter that final judgment in the CVRA Action. If the City Council does not choose a map that the Plaintiffs have identified as acceptable to them, within five (5) days of the City Council’s first reading of the ordinance including the City’s proposed electoral district map, Plaintiffs and representatives of the City shall meet and confer concerning the electoral district map. If the Parties agree upon an electoral district map, the City Council may schedule one or more additional public hearings and meetings to finalize the ordinance approving the electoral district map, in accordance with Elections Code § 10010 and this paragraph, provided that the ordinance approving the electoral district map is formally adopted no later than March 11, 2024. If following the meet and confer process, the Parties are unable to agree on an electoral district map by March 4, 2024 (such that an ordinance can be formally adopted at the March 11, 2024 City Council meeting), the Parties will jointly request that the stay (contemplated below in paragraph 3) be lifted immediately and the case proceed to trial at the earliest possible date.

1.3. If Plaintiffs agree to the district map and election sequence selected by the City, as set forth in Paragraph 1.2 above, it shall be included in the final judgment and that map shall govern the elections between 2024 and 2030, provided, however, that the final judgment will provide the City the option to switch to a system of ranked choice or cumulative voting if, during

the relevant period, a specified number of the contests to elect Council Members to represent the individual districts defined under the district map are uncontested, as defined in this subparagraph. The City will have the option to switch to a ranked choice or cumulative voting electoral system if three (3) of the seven (7) contests to elect Council Members to represent the individual districts held through 2028 are uncontested, or five (5) of the ten (10) contests to elect Council Members to represent the individual districts held through 2030 are uncontested. Following the release of data from the 2030 decennial census by the U.S. Census Department, the City shall draw a five-district electoral map in conformity with all then-applicable state and federal law, including (currently) sections 10010 and 21110 *et seq.* of the Elections Code. Notwithstanding adherence to all federal and state law, any redrawing of the Central District shall be done so as to further the purposes of the California Voting Rights Act (Elections Code §§ 14025 *et seq.*) and achieve population equality consistent with the “one-person-one-vote” rule. The City will have the option to switch to a ranked choice or cumulative voting electoral system if five (5) of the twelve (12) contests to elect Council Members to represent the individual districts held through 2032 are uncontested. An election for City Council shall be deemed to be “uncontested” for purposes of this subparagraph if no candidates run for the City Council seat in a district or if the only candidate for the City Council seat in a district is a single incumbent Council Member.

2. Parties’ Attorneys’ Fees and Litigation Expenses. Upon entry of the stipulated judgment attached hereto as Exhibit 1, Plaintiffs shall be treated as prevailing parties, entitled to recover their reasonable attorneys’ fees, costs, and expenses, pursuant to Elections Code section 14030. The City will pay Plaintiffs, in an amount to be negotiated by the Parties, their reasonable attorneys’ fees consistent with the standards established in *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49, and litigation expenses consistent with Elections Code section 14030, including, but not limited to, expert witness fees and expenses as part of the costs. The Parties shall negotiate in good faith to reach agreement on the amount of attorneys’ fees and costs to be awarded to the attorneys for Plaintiffs. If the Parties are unable to reach an agreement on the amount of attorneys’ fees and costs to be awarded to the attorneys for Plaintiffs, then the Parties will submit the issue of the amount of attorneys’ fees, costs and expenses to an arbitrator selected by agreement of the Parties. To facilitate agreement to an arbitrator for this purpose, Plaintiffs (collectively) and Defendant shall each provide the names of at least two potential arbitrators with experience adjudicating and/or mediating voting rights cases who are acceptable to that Party. An arbitrator acceptable to all Parties shall be chosen within 30 days of the Parties submitting their respective names of acceptable and available arbitrators. If the Parties are unable to agree on an arbitrator, Plaintiffs may move for attorneys’ fees and costs, including the attorneys’ fees and costs associated with bringing such a motion for fees and costs, in the Court where the CVRA Action was pending. Plaintiffs shall have 60 days to bring such a motion after the date either Party indicates the Parties have reached an impasse on both the amount of attorneys’ fees and costs and the identification of a mutually acceptable arbitrator. Nothing in this paragraph shall be construed as prohibiting the Parties from agreeing to mediation in an effort to reach an agreement regarding the amount of attorneys’ fees and costs to be awarded to the attorneys for Plaintiffs. Other than as provided herein, the parties shall each bear their own costs and expenses, attorney fees, and interest arising out of or relating to this CVRA Action.

3. Litigation Standstill. Upon full execution of this Agreement, all litigation activities relating to the CVRA Action, other than those necessary to effectuate this Agreement,

will be suspended and court calendar dates removed, including all pending discovery. The parties agree to jointly seek a stay of further proceedings until March 4, 2024, to permit the conditions contained in paragraph 1.2 to be conducted without the need for litigation proceedings in the meantime. It is the intention of the Parties that by March 4, 2024, the Parties will be in a position to know if the City has been able to adopt a map that is acceptable to Plaintiffs, and, if so, that the Parties will be able to submit the Stipulation for Entry of Judgment referenced in paragraph 1.1. In the event the City does not continue to develop and adopt a district map under the procedures and schedule as contemplated by this Agreement, Plaintiffs may seek to lift any stay entered by the Court or seek other appropriate relief, including preliminary relief to impact the November 2024 election.

4. No New Lawsuits or Legal Actions. Upon entry of the stipulated judgment attached hereto as Exhibit 1, Plaintiffs shall not file or assist in any way (for example, and without limitation by soliciting new potential plaintiffs, referring new potential plaintiffs to Plaintiffs' counsel herein, or providing pleadings, briefs, reports, discovery, investigations, or any other document or matter prepared in connection with, or anticipation of the CVRA Action) any other person or entity to investigate, analyze, prepare for, or file another lawsuit against the City, alleging a violation of the California Voting Rights Act, Section 2 of the federal Voting Rights Act, or a voting rights violation under the Constitutions of the State of California or of the United States of America based on the facts alleged (or which could have been alleged) in the CVRA Action.

5. Release of Claims.

5.1 Release by Plaintiffs. In return for the promises and other consideration provided in this Agreement, Plaintiffs, for themselves and their past, present, or future heirs, beneficiaries, executors, administrators, officers, employees, directors, agents, attorneys, contributors, successors, and assigns ("Plaintiff Releasers"), do, upon entry of Judgment by the Court in substantially the form of the stipulated judgment attached hereto as Exhibit 1, fully release, acquit, waive, and forever discharge the City, including its current, past, and future Council Members, Mayors, administration, employees, consultants, contractors, agents, attorneys, successors, and assigns ("Defendant Releasees"), from any and all claims, actions, causes of action, factual allegations, demands (including, without limitation, demands for equitable and injunctive relief), debts, damages, costs, expenses, including expert fees, losses, or attorneys' fees of whatever nature, involving the City's electoral system, or elections held thereunder, whether or not known, suspected or claimed, arising out of, based on, or in any way related to (i) the facts alleged (or facts that could have been alleged) in the complaint filed in the CVRA Action, or (ii) the "at-large" electoral system of Defendant City, including, but not limited to, Claims based upon the Constitution of the United States of America, the Constitution of the State of California, the CVRA, including a claim that the electoral system provided for in paragraph (a) of Exhibit 1 hereto is in violation of the CVRA, Section 2 of the federal Voting Rights Act, California Government Code § 34870 et seq., California Government Code § 34900 et seq., ("Claims"), which Claims the Plaintiff Releasers have or may have against the Defendant Releasees, except for rights to enforce this Agreement and the Judgment. In this Paragraph, the conjunctive includes the disjunctive.

5.2 Release by City. In return for the promises and other consideration provided in this Agreement, and except as provided in paragraph 2, above, the City, for itself and its current, past, and future Council Members, Mayors, administration, employees, consultants, contractors, agents, attorneys, successors, and assigns (“Defendant Releasors”) does, upon entry of Judgment by the Court in substantially the form of the stipulated judgment attached hereto as Exhibit 1, fully release, acquit, waive, and forever discharge Plaintiffs, including their heirs, beneficiaries, executors, administrators, officers, employees, directors, agents, partners, members, contributors, successors, and assigns (“Plaintiff Releasees”), from any and all claims, actions, causes of action, factual allegations, demands (including without limitation demands for equitable and injunctive relief), debts, damages, costs, expenses, including expert fees, losses, or attorneys’ fees of whatever nature, related to Plaintiffs’ CVRA Action, whether or not known, suspected or claimed, arising out of, based on, or in any way related to the facts alleged (or facts that could have been alleged) in the complaint filed in the CVRA Action, which Claims the Defendant Releasors have or may have against the Plaintiff Releasees, except for rights to enforce this Agreement and the Judgment. In this Paragraph, the conjunctive includes the disjunctive.

6. Express Waiver of All Claims Under California Civil Code Section 1542. It is further understood and agreed that this Agreement extends to all of the above-described Claims and potential Claims, and that all rights under California Civil Code § 1542 are hereby expressly waived by the Parties for themselves and the other Releasors with respect to all such Claims. Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding these provisions of Section 1542, Plaintiffs and Defendant expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all Claims described in Paragraph 5.1 and 5.2, which they do not know or suspect to exist in their favor at the time of execution hereof and that the settlement reflected in this Agreement contemplates the extinguishment of all such Claims, except for rights to enforce this Agreement.

7. Non-Admission of Liability. This Agreement, including the Stipulation for Entry of Judgment and the [Proposed] Judgment, pertains to disputed Claims under statutes, and is not intended to be, and shall not be construed as an admission by any of the Parties of any violation of any statute or law or constitution, or any other improper or wrongful conduct.

8. Admissibility of this Agreement. This Agreement constitutes a compromise of disputed claims and shall not be treated as an admission of liability by any of the Parties or any of the Releasees at any time or for any reason. This Agreement shall not be admissible in any legal or administrative proceeding between the City and Plaintiffs, except for a submission to arbitration or a motion to a court by Plaintiffs to obtain an award of reasonable attorneys’ fees and costs pursuant to paragraph 2 of this Agreement.. Notwithstanding the generality of the

foregoing, the Parties agree that once it is signed by the Parties this Agreement shall be further binding and admissible in any judicial or administrative proceeding: (a) to enforce the terms of the Stipulated Judgment entered under Paragraph 1 of this Agreement pursuant to California Code of Civil Procedure § 664.6 or otherwise; and (b) for breach of this Settlement Agreement's provisions.

9. Integration. This Agreement constitutes the final and complete agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning any matters directly, indirectly, or collaterally related to the subject matter of this Agreement. This Agreement further sets forth the rights and obligations of the Parties hereto. The Parties hereto have expressly and intentionally included in this Agreement all collateral or additional agreements which may, in any manner, touch or relate to any of the subject matter of this Agreement and, therefore, all promises, covenants, and agreements, collateral or otherwise, are included herein. The Parties acknowledge that in entering into this Agreement, neither have relied on any statement, promise, representation, or warranty whatsoever, which is not expressly contained herein. It is the intention of the Parties to this Agreement that it shall constitute an integration of all their agreements, and each understands that in the event of any subsequent litigation, controversy, or dispute concerning any of its terms, conditions, or provisions, no party hereto shall be permitted to offer or introduce any oral or extrinsic evidence concerning any other alleged collateral or oral agreement between the Parties not included herein.

10. Amendment. This Agreement cannot be amended, modified, or waived except by a writing executed by the Party to be charged, which expresses, by its terms, an intention to modify this Agreement.

11. Construction of Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of California and any applicable laws of the United States. The language of the Agreement shall not be construed for or against any particular party by reason of its participation or lack of participation in draft any provision of the Agreement. This Agreement shall be interpreted and construed as if drafted by each of the Parties with equal participation in the drafting hereof. The headings used herein are for reference only and shall not affect the construction of this Agreement.

12. Representation of Counsel. Each of the Parties expressly acknowledges and represents that it has been represented by counsel in negotiations culminating in this Agreement. Each of the Parties has read this Agreement, reviewed the same with counsel, and fully understands the meaning and effect of each and every provision of this Agreement, in particular the meaning and effect of the releases and the waiver of rights under California Civil Code § 1542.

13. Authority. The undersigned represent and warrant that they have taken all actions and obtained all authorizations, consents, and approvals as are conditions precedent to their authority to execute this Agreement.

14. Execution in Counterparts. This Agreement may be executed in counterparts, which will be binding upon the Parties hereto as if all of said Parties executed the original hereof.

This Agreement may be executed by facsimile or scan signatures. Delivery of this Agreement bearing a facsimile or scanned signature or signatures shall have the same force and effect as if the Agreement bore an inked original signature or signatures.

15. Choice of Law/Jurisdiction. The Court where the CVRA Action was filed will retain jurisdiction over this matter under California Code of Civil Procedure Section 664.6 in the event of a default by any of the Parties and be allowed to enforce the terms of this Agreement.

16. Enforcement of Agreement. In the event that any action in law or equity is initiated by any party to enforce the provisions of this Agreement, to obtain a declaration of rights and obligations in conjunction therewith, or otherwise arising out of this Agreement, attorneys' fees may be available to the prevailing party or parties pursuant to Code of Civil Procedure section 1021.5, Elections Code 14030, and/or another applicable statute.

17. Severance of Void/Unenforceable Provisions. Each of the Parties acknowledges and agrees that the terms and conditions of this Agreement are valid, binding, and enforceable as to it. In the event, however, that any term, provision, covenant, or condition of this Agreement shall be declared invalid, void, or unenforceable by a final judgment or other final judicial determination, such portion shall be deemed severed from this Agreement and, except as provided in Paragraph 1, the remaining parts shall remain in further force and effect, so long as the economic and legal substance of the transaction contemplated thereby are not affected in any manner materially adverse to any Party to this Agreement. Upon any binding determination that any term or other provision of this Agreement is invalid, void, or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable and legally enforceable manner in order that the transaction contemplated thereby may be effected to the fullest extent possible.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth opposite their respective signatures.

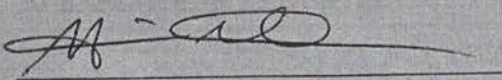
Dated: 1/4/24

SOUTHWEST VOTER REGISTRATION
EDUCATION PROJECT

By: Lydia Camarillo
Lydia Camarillo
President

Dated: 1-4-2024

MALINI NAGPAL



Malini Nagpal

Dated: _____

KATHRYN SHAPIRO

Kathryn Shapiro

Dated: _____

CITY OF CYPRESS

By: _____
Scott Minikus
Mayor

APPROVED AS TO FORM

Dated: 1-5-24

SHENKMAN & HUGHES PC
GOLDSTEIN, BORGEN, DARDARIAN &
HO


By: _____
Kevin Shenkman
Attorneys for Plaintiffs
SOUTHWEST VOTER
REGISTRATION EDUCATION
PROJECT, MALINI NAGPAL, and
KATHRYN SHAPIRO

Dated: _____

MALINI NAGPAL

Malini Nagpal

Dated: _____

KATHRYN SHAPIRO

Kathryn Shapiro

Kathryn Shapiro

Dated: _____

CITY OF CYPRESS

By: _____
Scott Minikus
Mayor

APPROVED AS TO FORM

Dated: _____

SHENKMAN & HUGHES PC
GOLDSTEIN, BORGAN, DARDARIAN &
HO

By: _____
Kevin Shenkman
Attorneys for Plaintiffs
SOUTHWEST VOTER
REGISTRATION EDUCATION
PROJECT, MALINI NAGPAL, and
KATHRYN SHAPIRO

Dated: _____

BUCHALTER, APC
ILLOVSKY & CALIA LLP
ALESHIRE & WYNDER, LLP

By: _____
Fred Galante
Attorneys for Defendant
CITY OF CYPRESS

EXHIBIT A

1 BUCHALTER, APC
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3 BRANDON Q. TRAN (223435)
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5 Sacramento, CA 95814
6 Telephone: 916.955.0363
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5 ILLOVSKY & CALIA LLP
6 KEVIN CALIA (227406)
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9 Telephone: 415.500.6640
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11 Attorneys for Defendant,
12 CITY OF CYPRESS, CALIFORNIA

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

SOUTHWEST VOTER REGISTRATION
EDUCATION PROJECT; KATHRYN
SHAPIRO; and MALINI NAGPAL,

Plaintiff,

v.

CITY OF CYPRESS, CALIFORNIA; and DOES
1-100, inclusive,

Defendant.

CASE NO. 30-2022-01270865-CU-CR-CJC

ASSIGNED FOR ALL PURPOSES TO
HONORABLE DAVID A. HOFFER

**[PROPOSED] STIPULATED
JUDGMENT**

Complaint filed: July 20, 2022

Trial date: Apr. 2, 2024

1 Plaintiffs SOUTHWEST VOTER REGISTRATION EDUCATION PROJECT,
2 KATHRYN SHAPIRO, and MALINI NAGPAL (“Plaintiffs”), and Defendant CITY OF
3 CYPRESS, a charter city (“Defendant” or “the City”), having stipulated to all terms and conditions
4 set forth herein, having entered into a Settlement Agreement and General Release (the
5 “Agreement”) which is attached hereto, and having requested the Court to make and enter a
6 judgment consistent with said stipulation, the Court renders its judgment as follows:

7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

8 (a) Establishment of a Single-Member Districts Election System for City Council.
9 Defendant shall replace the City’s existing at-large method of electing all five (5) members of its
10 City Council at-large with a single-member district election system, consisting of five single-
11 member districts. One of the districts will consist largely of a significant portion of the area between
12 Orange Avenue and Ball Road that lies within the City (the “Central District”). The Central District
13 and one other district selected by the City Council will elect one member in each statewide general
14 election coinciding with a presidential election (e.g., November 2024 and 2028). The remaining
15 three districts will elect one member each in the statewide general election in the other even years
16 (e.g., November 2026 and 2030). Past, present, or future members of the City Council who were or
17 will be elected or appointed to their positions are referred to as “Council Members.”

18 (b) Development of Electoral District Map. The boundaries of the Central District and
19 the remaining four districts are depicted in Exhibit A, attached hereto. The map attached as Exhibit
20 A was developed and approved in accordance with all applicable federal and State law, including
21 California Elections Code sections 10010 and the Fair and Inclusive Redistricting for
22 Municipalities and Political Subdivisions (FAIR MAPS) Act of 2023 (Elections Code sections
23 21110 *et seq.*).

24 (1) The first elections for members of the City Council pursuant to the new
25 election system adopted under subdivision (a) shall be the statewide general election
26 held in November 2024.

27 (2) The seat for the City Council member from the Central District shall be filled in
28 the November 2024 election, along with the seat for the City Council member from

1 one other district selected by the City Council. The other three seats shall be filled
2 in the election to be held in November 2026. Nothing in this subparagraph shall
3 affect the ability of the City Council to fill a vacancy on the City Council pursuant
4 to the provisions of the City's charter related to any such vacancy.

5 (3) The term of each member of the Council elected under the system adopted
6 pursuant to subdivision (a) shall be four years or until the Council Member's
7 successor is qualified.

8 (4) Following the release of data from the 2030 decennial census by the U.S. Census
9 Department, the City shall draw a five-district electoral map in conformity with all
10 then-applicable state and federal law, including (currently) sections 10010 and
11 21110 *et seq.* of the Elections Code. Notwithstanding adherence to all federal and
12 state law, any redrawing of the Central District shall be done so as to further the
13 purposes of the California Voting Rights Act (Elections Code §§ 14025 *et seq.*) and
14 achieve population equality consistent with the "one-person-one-vote" rule.

15 (c) Incumbent Council Members. The members of the City Council who are in office on the
16 date of this Judgment shall continue in office until their successors are elected at the statewide
17 general election in November 2024 and November 2026, as applicable. The terms of those City
18 Council members shall be neither extended nor shortened by this Judgment. Recall proceedings, if
19 any, of such Council Members serving the remainder of an at-large elected term and an election of
20 a successor to such Council Member to complete that term, shall be conducted at-large in
21 accordance with applicable law.

22 (d) Conditions for Potential Switch to Ranked Choice Voting or Cumulative Voting
23 Electoral System. The City shall have the option to switch to a system of ranked choice or
24 cumulative voting if, during the relevant period, a specified number of the contests to elect Council
25 Members to represent the individual districts defined under the district map during the period are
26 uncontested, as defined in this subparagraph. The City will have the option to switch to a ranked
27 choice or cumulative voting electoral system if three (3) of the seven (7) contests to elect Council
28 Members to represent the individual districts held through 2028 are uncontested, or five (5) of the

ten (10) contests to elect Council Members to represent the individual districts held through 2030 are uncontested. Following the release of data from the 2030 decennial census by the U.S. Census Department, the City shall draw a five-district electoral map in conformity with subparagraph (b)(4) above. The City will have the option to switch to a ranked choice or cumulative voting electoral system if five (5) of the twelve (12) contests to elect Council Members to represent the individual districts held through 2032 are uncontested. An election for City Council shall be deemed to be “uncontested” for purposes of this subparagraph if no candidates run for the City Council seat in a district or if the only candidate for the City Council seat in a district is a single incumbent Council Member.

(e) Future City Council Elections Will Not Be At-Large Elections. The City and all persons acting pursuant to its orders, direction, and control are hereby enjoined for 10 years from the date of this judgment from imposing, applying, holding, tabulating and/or certifying any further at-large elections, and/or the results thereof, for membership on the City of Cypress City Council, except in conformity with paragraph (d) of this Judgment. If, during this 10-year period, the California Voting Rights Act is declared invalid or unconstitutional in a final non-appealable judgment, repealed, or substantially altered in a way that permits cities increased latitude to select electoral systems that do not involve single-member city council districts, the City may move the Court for corresponding relief from this Judgment.

(f) Dismissal with Prejudice. Plaintiffs’ claims as to the Defendants named in Plaintiffs’ complaint as “DOES 1-100, inclusive” shall be dismissed with prejudice.

(g) Attorneys’ Fees and Litigation Expenses. Plaintiffs are prevailing parties, entitled to recover their reasonable attorneys’ fees, costs and expenses, pursuant to Elections Code section 14030. The City will pay Plaintiffs, in an amount to be negotiated by the Parties, their reasonable attorneys’ fees consistent with the standards established in *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49, and litigation expenses consistent with Elections Code section 14030, including, but not limited to, expert witness fees and expenses as part of the costs. If the Parties are unable to reach an agreement on the amount of attorneys’ fees and costs to be awarded to the attorneys for Plaintiffs, then the Parties will submit the issue of the amount of attorneys’ fees, costs and expenses to an

1 arbitrator selected by agreement of the Parties. To facilitate agreement to an arbitrator for this
2 purpose, Plaintiffs (collectively) and Defendant shall each provide the names of at least two
3 potential arbitrators with experience adjudicating and/or mediating voting rights cases who are
4 acceptable to that Party. An arbitrator acceptable to all Parties shall be chosen within 30 days of
5 the Parties submitting their respective names of acceptable and available arbitrators. If the Parties
6 are unable to agree on an arbitrator, Plaintiffs may move for attorneys' fees and costs, including
7 the attorneys' fees and costs associated with bringing such a motion for fees and costs, in this Court.
8 Plaintiffs shall have 60 days to bring such a motion after the date either Party indicates the Parties
9 have reached an impasse on both the amount of attorneys' fees and costs and the identification of
10 a mutually acceptable arbitrator. Nothing in this paragraph shall be construed as prohibiting the
11 Parties from agreeing to mediation in an effort to reach an agreement regarding the amount of
12 attorneys' fees and costs to be awarded to the attorneys for Plaintiffs. Other than as provided herein,
13 the parties shall each bear their own costs and expenses, attorney fees, and interest arising out of or
14 relating to this CVRA Action.

15 (h) Retention of Jurisdiction. The Court shall retain jurisdiction to enforce the terms of this
16 Stipulated Judgment and the Settlement Agreement pursuant to Code of Civil Procedure Section
17 664.6, for ten years from the date of entry of this Judgment.

18
19 DATED: _____

20 Hon. David A. Hoffer
21 Judge of the Superior Court of the State of
22 California, County of Orange
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CITY OF CYPRESS
CITY COUNCIL REPORT

City Council Special

2.

FROM: Alisha Farnell, City Clerk

DATE: 01/10/2024

SUBJECT: Approve a Resolution of Intention Regarding Transition to By-District City Council Elections

RECOMMENDATION

1. Approve a Resolution of intention regarding transition to by-district elections; and
2. Adjust the start time for Regular City Council meeting general sessions that feature a public hearing related to the adoption of by-district elections to 5pm and ensure the public hearings begin promptly at 6pm.

DISCUSSION

Consistent with the agreement the City Council is considering to resolve the California Voting Rights Act (CVRA) lawsuit, the attached Resolution establishes a timeline for Cypress' transition to by-district elections. If the agreement and Resolution are approved, the City will begin public outreach and conduct a series of public hearings to obtain input, review and select an electoral map, and approve an Ordinance adopting by-district elections. The recommended timeline is:

(City Council meetings appear in bold)

January 8, 2024	Adopt Resolution of Intent
January 22, 2024	1st Public Hearing: composition of district maps and public input (draft maps not yet drawn)
January 29, 2024 (Special Meeting)	2nd Public Hearing: composition of district maps and public input (draft maps not yet drawn)
February 1, 2024	Deadline for the public to submit draft maps to be considered on February 12, 2024
February 5, 2024	Draft maps and election sequence posted to website
February 12, 2024	3rd Public Hearing: consider draft maps and public input
February 15, 2024	Deadline for the public to submit draft maps to be considered on February 26, 2024
February 19, 2024	New or modified draft maps (if any) and election sequence posted to website
February 26, 2024	4th Public Hearing: consider draft maps and public input; City Council selects a map and introduces Ordinance
March 11, 2024	5th Public Hearing: consider public input; City Council conducts second reading of and adopts Ordinance
November 5, 2024	First by-district City Council elections

The recommended timeline is accelerated to meet the CVRA lawsuit plaintiff's demands. Nonetheless, it provides considerable opportunity for interested community members to participate in one or more public hearings as part of the transition to by-district elections. Apart from the public hearing process, community members will have the opportunity to submit their own maps, ask questions through a website dedicated to the by-district transition, email the City Council, and submit electronic comments for the public hearings. The timeline provides more time for community participation than is offered by most of the cities that immediately succumb to a CVRA demand letter. The timeline also provides considerably more time than State law requires.

The condensed timeline makes it imperative that Council Members and interested community members review reports, draft maps and election sequence information as soon as it is available.

To encourage participation in this important process, it is recommended that the start time for Regular City Council meeting general sessions featuring a public hearing related to the adoption of by-district elections be adjusted to 5pm and that the public hearings start promptly at 6pm. This will provide a predictable start time for the public hearings while ensuring the City Council can conduct regular business prior to considering what are likely to be complicated and lengthy matters related to by-district elections. Mission-critical business not completed prior to the public hearing will be considered after the hearing is closed. Care will also be given to balancing the meeting agendas to avoid continuing or considering potentially controversial items during the by-district election adoption process.

BUDGET IMPACT

None.

LEGAL REVIEW

The attached Resolution was drafted by the City Attorney.

APPROVED BY:

Peter Grant, City Manager

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CYPRESS, AND ACTING AS EX-OFFICIO GOVERNING BOARD OF
DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT,
DECLARING ITS INTENTION TO TRANSITION FROM AT-LARGE TO
DISTRICT-BASED ELECTIONS

WHEREAS, the members of the City Council of the City of Cypress ("City") are currently elected in "at-large" elections, in which each Council Member is elected by the registered voters of the entire City; and

WHEREAS, Government Code section 34886 gives the City the authority to change via ordinance from "at-large" to "district-based" elections, where each member of the City Council is elected only by the voters in the district in which the candidate for City Council resides; and

WHEREAS, on January 8, 2024, City entered into an agreement ("Agreement") with Southwest Voter Registration Education Project, Kathryn Shapiro, and Malini Nagpal to resolve allegations ("the Lawsuit") that the City's at-large electoral system does not comply with the California Voting Rights Act ("CVRA"); and

WHEREAS, by entering into the Agreement, the City does not admit its election system does not comply with the CVRA or any other provision of law and further denies any wrongdoing whatsoever in connection with the manner in which it has conducted its City Council elections, but nevertheless settles the Lawsuit due to the uncertainty of litigation and to avoid further expenditures in litigating the Lawsuit; and

WHEREAS, the Agreement requires the City to begin the process of transitioning from at-large to by-district elections; and

WHEREAS, prior to adopting an ordinance establishing by-district elections, the City will comply with Elections Code section 10010, which requires all of the following:

A. Prior to drawing any proposed district boundary maps, the City Council must hold at least two public hearings over a period of no more than 30 days, at which the public is invited to provide input regarding the composition of the districts. Before those hearings, the City may conduct outreach to the public, including to non-English-speaking communities, to explain the districting process and to encourage public participation.

B. After all draft maps are drawn, the City shall publish and make available for release at least one draft map and, if members of the City Council will be elected in their districts at different times to provide for staggered terms of office, the potential sequence

of the elections.

C. The City Council shall also hold at least two additional hearings over a period of not more than 45 days, at which the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections. The first version of a draft map must be published at least seven days before consideration at a hearing. If a draft map is revised at or following a hearing, it must be published and made available to the public for at least seven days before being adopted.

WHEREAS, the next City election of Council Members will take place in November of 2024, and the by-district map will be filed with the County in sufficient time for use in the 2024 election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, HEREBY RESOLVES AS FOLLOWS:

Section 1. That the above recitals are true and correct and incorporated herein by this reference.

Section 2. The City Council declares its intent to transition to by-district elections. The City Council will consider adoption of an ordinance to institute a by-district election system, and the City Council will consider adoption of that ordinance no later than the last date possible to allow by-district elections to be in place for the next regular City Council election that takes place after the effective date of this resolution.

Section 3. The City Council hereby approves the timeline attached as Exhibit A to this Resolution, which describes the specific steps the City intends to undertake to facilitate the transition from at-large to by-district elections. The timeline described in Exhibit A of this Resolution is subject to adjustment by the City Council in its sole discretion and as it deems necessary. Any such adjustments shall also ensure compliance with the statutory requirements of Elections Code section 10010.

Section 4. The City Manager and the City Attorney are hereby directed to take the steps necessary to implement this Resolution.

Section 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 6. This Resolution is effective on the day of its adoption.

PASSED AND ADOPTED by the City Council of the City of Cypress, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 8th day of January, 2024.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the __ day of __, 2024, by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

CITY CLERK OF THE CITY OF CYPRESS

EXHIBIT A
TENTATIVE TIMELINE FOR ADOPTION OF DISTRICT-BASED ELECTIONS

DATE	EVENT	COMMENT
January 8, 2024	Adopt Resolution of Intent effective January 8, 2024	
January __, 2024 – ____, 2024	Public Outreach Regarding Process	
January 22, 2024	First Public hearing	Hearing regarding composition of maps and public input, but no draft maps are drawn
January 29, 2024 (would require special City Council meeting)	Second Public Hearing	Hearing regarding composition of maps and public input, but no draft maps are drawn
February 5, 2024	Post Draft Map(s) and Potential Sequence of Elections	Draft maps and proposed sequence of elections must be posted publicly at least seven days prior to the public hearing
February 12, 2024	Third Public Hearing re Draft Maps	City Council considers the draft maps, with input from the public
February 19, 2024	Post New or Modified Draft Map(s) if any and Potential Sequence of Elections	Draft map(s) and proposed sequence of elections must be posted publicly at least seven days prior to the public hearing
February 26, 2024	Fourth Pubic Hearing Re Draft Maps; Select Map and Introduce Ordinance	City Council considers the draft maps, with input from the public; City Council selects a map and introduces the ordinance
March 11, 2024	Fifth Public Hearing: Second Reading of Ordinance	Ordinance is adopted.
November 5, 2024	First District Elections	



CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Special

3.

FROM: Peter Grant, City Manager

DATE: 01/10/2024

SUBJECT: Approve an Agreement for Services to Establish City Council Electoral Districts and a Task Order for Community Outreach Services

RECOMMENDATION

1. Approve an agreement with National Demographics Corporation, not to exceed \$50,000, related to establishing City Council electoral districts including providing a project website, online and paper mapping tools for the public, and in-person participating at all public hearings; and
2. Approve a task order with Communications LAB, not to exceed \$20,000, for by-district election communications and outreach; and
3. Appropriate \$70,000 in the General Fund.

DISCUSSION

National Demographics Corporation (NDC): Districting Services

NDC began work in December (under the contract authority delegated to the City Manager) to ensure the City is prepared to comply with the terms of the agreement to resolve the CVRA lawsuit. The December agreement initiated essential demographic work and map pre-development, but did not include important tasks that enhance public education and participation in the districting process, including a dedicated website, online and paper-based tools that enable community members to develop and submit their own maps for City Council consideration, and NDC attendance at all the public hearings. An example of NDC's public mapping tools is available from its work in Irvine at <https://drawirvine.org/draw-a-map/>.

Districting Setup & Coordination (initiated in December)	\$21,500
Dedicated districting website	\$6,500
Mapping tool kit (online and paper)	\$4,000
In-person attendance at all five public hearings	\$15,000
Contingency	\$3,000
Not to Exceed Total	\$50,000

Communications LAB: Communications and Outreach

The City has an on-call agreement with Communications LAB for marketing and communications services that was approved by the City Council in 2021 following a competitive selection process. The recommended task order will support districting community engagement and encourage participation throughout the transition to by-district elections. The task order includes outreach education, press releases, website updates, graphic design, and social media content creation. The task order will not exceed \$20,000.

BUDGET IMPACT

Sufficient amounts are available in the unassigned fund balance of the General Fund to provide for both agreements.

LEGAL REVIEW

The City Attorney drafted and approved the agreement as to form.

APPROVED BY:

Peter Grant, City Manager

Attachments

National Demographics Corporation Agreement
Communications LAB Task Order

CITY OF CYPRESS AGREEMENT FOR CONTRACT SERVICES FOR DISTRICTING SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 8th day of January, 2024, by and between the CITY OF CYPRESS, a California municipal corporation ("City") and NATIONAL DEMOGRAPHICS CORPORATION (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) ("Contract Sum").

2.2 Invoices. Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within forty five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all

services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Contractor. Douglas Johnson is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Contractor and any authorized agents shall be under the exclusive direction of the representative of Contractor. Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. The City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this

Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether

actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

a. Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

b. Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

c. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the

“books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Contractor shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives the City notice of such court order or subpoena.

(c) If Contractor provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify the City should Contractor be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Contractor.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Contractor in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim

for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to 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 Orange, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract at any time for cause, upon sixty (60) days' advance written notice to City. Upon

receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of

address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

8.7 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation,

partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

City of Cypress, a municipal corporation

Scott Minikus, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONTRACTOR:

NATIONAL DEMOGRAPHICS
CORPORATION

By: _____
Name: Doug Johnson

Title: President_____

Address: P.O. Box 5271
Glendale, CA 91221

EXHIBIT "A"

SCOPE OF SERVICES

NDC Standard Districting Scope of Work

- Districting Project Setup and coordination:
 - Development of demographic database including Census Bureau and California Statewide Database data of total population, citizen voting age population, voter registration, voter turnout, and socio-economic data on language spoken at home, renters vs homeowners, age, education level, and other factors useful in identifying communities of interest;
 - Incorporation of any Geographic Information System (GIS) data that the jurisdiction wishes to include and provides (often including school locations; school attendance areas; important local landmarks; or local neighborhood boundaries);
 - Initial telephonic discussion with about data, communities of interest, schedule, criteria and special concerns of the jurisdiction;
 - Assist jurisdiction with developing a communications plan for public outreach, including suggestions for webpage content and design, public feedback logistics, and strategies for engaging constituents;
 - Assist jurisdiction with developing a project plan, including a detailed timeline, goals and objectives, and specific deliverables list;
 - Provide progress reports on an as-needed basis as determined by the project manager and meet regularly with project team;
 - Any phone- or web-conference calls to discuss the project's progress or to answer any questions that may arise;
 - Provide education and guidance on required redistricting criteria, and advice on selecting optional redistricting criteria, for staff and elected officials;
- Districting Plan Development:
 - Creation of 2 to 4 initial draft maps;
 - Analysis and preparation for presentation of all whole or partial plans submitted by the public;
 - Conversion of all maps and reports to web-friendly versions;
 - Online posting of all maps to an interactive review website;
 - Create any requested additional and/or revised maps as requested;
- Plan implementation:
 - Provide spatial data in GIS-friendly format of any dataset used or created for this project to staff upon request;
 - Work with the County Registrar of Voters to implement the final adopted plan;
- Project Options
 - Number of virtual or in-person meetings (and resulting per-meeting fee);
 - Consultant-prepared and -managed project website;
 - Online mapping tool allowing residents to draw and submit maps;
 - Paper-based mapping tool allowing residents to draw and submit maps.

EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Project Pricing

1. Redistricting Project Elements (Covers everything listed above except for per-meeting and optional expenses): \$ 21,500

2. Per-Meeting expense:

- In-person attendance, per meeting \$ 3,000
- Virtual (telephonic, Zoom, etc.) attendance, per meeting \$ 1,500

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and "communities of interest"; facilitate conversations; answer questions; and gather feedback on existing and proposed boundaries. Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

3. Optional Project Elements:

- a) Project website \$ 6,500
- b) Public mapping tool options:
 - Online and paper system including all elements below \$ 4,000
 - DRA (an easy-to-use online mapping tool, also known as "Dave's Redistricting App")
 - Public Participation Kit paper- and Excel-based mapping tool
- c) Public Participation Kit mapping tool alone \$ 3,000

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Contractor shall adhere to the schedule approved by the City Manager or City Council.



December 21, 2023

Pete Grant, City Manager
City of Cypress
5275 Orange Ave.
Cypress CA 90630

cc: Alicia Farnell, City Clerk

SUBJECT: **Task Order 011**
California Voter Rights (CVRA) Outreach Education Efforts

Dear Mr. Grant:

Communications LAB is pleased to submit the following proposal for services to provide professional support to the City of Cypress relative to **Task Order 011: CVRA Outreach** as outlined below. The scope of services, costs and timeline are presented by line item below for your review.

ITEM #1

Date(s)	Task Description	Hours	Cost
January-April 2024	Voter Outreach Education - Press Releases - Graphic Design - Website Updates - Talking Points - FAQs Social Media Posts (Trilingual*) - Community Flyer (Trilingual*) - Community Banners (Trilingual*) - Video Production (1 video) - Direct Community Engagement (Community Booths) - Crisis Communications - Mailer/Postcard *Trilingual (English, Spanish and Korean) – See Item #3 Below	60 Hours (15 per month)	Hourly Rate: \$150 Total Cost \$9,000



ITEM #2

Dates(s)	Task Description	Hours	Cost
January-April 2024	Other Duties as Assigned - Task Order Contingency - Not To Exceed Amount (NTE) - For use as Professional Hours and/or Direct Costs (i.e., Asian Language Translations)	Up To 66 Additional Professional Hours	\$10,000

ITEM #3

Other Direct Cost	Social Media Boosting	\$250 per month	\$1000
	Task Order Total		\$20,000

Communications LAB Negotiated Billing Rates

Title	Bill Rate
CEO	\$150/hour
President	\$150/hour
Vice President	\$150/hour
SR. Account Director	\$150/hour
Account Manager	\$150/hour
Account Executive	\$150/hour
Graphic Designer	\$150/hour
Account Coordinator	\$150/hour

As noted in the chart, pricing is based on Communications LAB's negotiated, blended team rate of \$150 per professional hour. If you should have any questions, please feel free to contact me on my personal mobile phone (714) 878-4864 or via email at arianna@communicationslab.com.

Thank you,

Arianna Barrios, CEO
Communications LAB
701 E Chapman Avenue
Orange, CA 92866