



COSUMNES COMMUNITY SERVICES DISTRICT

REQUEST FOR PROPOSALS

(RFP)

FOR

Redistricting Services

Release Date: January 14, 2022

Proposal Deadline: February 11, 2022, by 4:00 PM

Proposals must be received via email at the email address below by deadline.

Molly Lebed, Chief of Staff
Email: MollyLebed@yourcsd.com
Phone: 916-405-7151

Cosumnes Community Services
District 8820 Elk Grove Blvd.
Elk Grove, CA 95624

SECTION 1 – PURPOSE

Cosumnes Community Services District (“District”) is seeking proposals from qualified consultants for Redistricting Services in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective consultants are advised to read this information over carefully prior to submitting a proposal.

SECTION 2 – DISTRICT PROFILE

The District is a regional agency that provides essential quality of life services including fire protection, emergency medical services and parks and recreation services. The Fire Department serves the City of Elk Grove, the City of Galt and the surrounding unincorporated area, while the Parks and Recreation Department serves the City of Elk Grove. The District is located about 15 miles south of Sacramento and encompasses roughly 157 square miles. The District provides the following core services:

District Departments include:

- Administrative Services Department – Operations include execution and monitoring of the District budget, communications and public relations, information systems and human resources.
- Fire Department – The Fire Department consists of two branches, Operations and Administration & Support Services, that work together to provide fire, rescue, and emergency medical services.
- Parks and Recreation Department – Parks and Recreation manages over 100 parks, 18 miles of off-street trails, two community centers, four recreation centers, three aquatics complexes, a nine-hole golf course and many recreation, sports, and leisure programs.
- Facility and Development Department – The Facility and Development Department consists of the Engineering, Development, and Design Division.

SECTION 3 – SCOPE OF SERVICES

It is the responsibility for each bidder to review the Scope of Services set forth in the attached **Exhibit A**, incorporated herein by this reference.

SECTION 4 – RFP OVERVIEW

RFP Timeline

The District will endeavor to administer the proposal process in accordance with the terms and dates outlined below; however, the District reserves the right to modify the terms, activities, timeline, or any other aspect of the process at any time, as it deems necessary.

EVENT	DATE/TIME
RFP Posted to Website	01/14/2022
Questions Due	01/28/2022
Bid Closing date	02/11/2022 at 4:00 PM
Bid Award Notification	02/17/2022
Consultants Notified	02/21/2022

RFP Coordinator

All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below. The RFP Coordinator will be the sole point of contact for this RFP.

Molly Lebed, Chief of Staff
Cosumnes CSD
8820 Elk Grove Blvd. Elk Grove, CA 95624
Email: MollyLebed@yourcsd.com
Phone: 916-405-7151

RFP Amendment and Cancellation

The District reserves the unilateral right to amend this RFP in writing at any time. The District also reserves the right to cancel or reissue the RFP in its sole discretion. If an amendment is issued, the District shall provide notice of the amendment to all Proposers. In addition, the District shall post the amendment on its website at <http://www.yourcsd.com>. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments thereto.

RFP Questions

Specific questions concerning the RFP should be submitted via e-mail to the RFP Coordinator prior to the "Deadline for Questions." Proposer questions should clearly identify the relevant section of the RFP, and page number(s) related to the question being asked. The questions submitted, and the District's responses, shall be posted on the District's website at <http://www.yourcsd.com>.

Proposal Submittal

Proposals must be submitted no later than February 1, 2022, at 4:00 pm. Proposals received after this time and date will not be considered. Proposers must submit an electronic copy (a single .pdf file containing all submitted material) to the RFP Coordinator:

Molly Lebed, Chief of Staff
Email: MollyLebed@yourcsd.com

SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the District by simplifying the review process providing standards for comparison of submissions.

Proposals submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. The District discourages lengthy and costly proposals. Proposals should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP and should not contain redundancies and conflicting statements.

Proposal Format and Content

Proposals should be prepared on standard 8 1/2" x 11" paper. All proposal pages should be numbered. Failure to follow this specified format, to label the responses correctly, or to address all of the subsections may, at the District's sole discretion, result in the rejection of the proposal.

Proposals must contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Molly Lebed, Chief of Staff
Cosumnes CSD
8820 Elk Grove Blvd.
Elk Grove, CA 95624

The letter shall include the following:

- a. Proposer's legal name and corporate structure.
- b. Proposer's primary contact information, including name, address, phone, website, and email.
- c. Identification of use of subcontractors and scope of work to be performed by subcontractors.
- d. Identification of any pending litigation against the Proposer.
- e. Disclosure of any bankruptcy or insolvency proceedings in last ten (10) years.
- f. Statement indicating the proposal will remain valid for at least 60 days.
- g. Signature of a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it.

2. Table of Contents

The Consultant shall insert a comprehensive table of contents denoting sections three through nine of the proposal as indicated below.

3. Qualifications and Experience

Describe the Consultant's capability for undertaking and performing the work, including any professional licenses and certificates held by the consultant. List types and locations of similar work performed by the consultant in the last five (5) years that best characterizes the quality and past performance.

4. References

The Consultant must provide at least three (3) references. References may be contacted as part of the selection process. For each reference, Consultant must provide the following information:

- a. Name and contact information (i.e., name, title, address, phone, and email)
- b. Brief description of work provided.

5. Fee

This section should include the cost for requested services outlined in Section 3 – Scope of Services. Consultants shall clearly outline fees for the services to be provided. Upon completion of tasks, the Consultant will notify the District and request payment for the products and services by submitting an invoice and a brief description of work performed during the billing period. Upon receipt of the invoice, the District will review in a timely manner the products and services noted, verify completion, and authorize payment. No cost increases shall be passed onto the District after the proposal has been submitted.

6. Disclosures

Statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest. The Proposer should identify any professional or personal financial or other interest which could be a possible conflict of interest in performing the services of the RFP. This includes any activities or relationships of the Consultant that might create a conflict of interest for the Consultant or the District, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the District to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

7. Commitment to Diversity, Equity, and Inclusion

The District has a commitment to conduct business with entities that follow sustainable practices and provide safe and healthy workplaces for the individuals employed. In addition, the District is committed to ensuring that diversity, inclusiveness, and equity are integral parts of day-to-day management, work, and service delivery. Proposers are encouraged to review the District's equity statement at www.yourcsd.com/DEI. Within this section, the Proposer will state and provide a detailed narrative about any diversity or inclusiveness programs the Proposer has implemented.

8. Supportive Information

This section may include graphs, charts, photos, resumes, and any other relevant information in support of the Consultant's qualifications.

9. Professional Services Contract Alterations

Attached to the RFP (Exhibit F) is a copy of the District's standard Professional Services Agreement ("Contract"). The District's standard Contract may be modified, in the District's sole discretion, to address the specific provisions of this RFP and Consultant's should note that this RFP any specifications or other requirements specific to this RFP shall be included in the Contract and Contract's exhibits following an award of the Contract.

Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. Alterations or changes to the Contract that are not in the Consultant's response will not be allowed after the selection of the Consultant. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the District can compare all respondents on an equal basis. However, the District reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the District's standard Contract.

SECTION 6 – PROPOSAL EVALUATION

Proposals will be evaluated using the categories listed below.

1. Qualifications, Experience, and References
 - a. Experience in performing work of a closely similar nature and size.
 - b. Experience working with public agencies.
 - c. Strength, stability, experience, and technical competence.
 - d. Assessment by client references.
2. Personnel and Staffing
 - a. Qualifications and experience of proposed personnel for requested services.
3. Rates and Fees
 - a. Reasonableness and competitiveness of the rates and fees proposed.
 - b. Adequacy of data in support of figures quoted basis on which rates and fees are quoted.
4. Quality and Responsiveness of the Proposal
 - a. Completeness of response in accordance with the RFP instructions.

Finalists may be invited for an interview. The District reserves the right to engage services without interviews and based solely on the Proposals.

SECTION 7 – GENERAL TERMS AND CONDITIONS

Collusion

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or encouraged any other person to refrain from submitting a response; and that the Proposer has not in any manner colluded to secure any improper advantage over any other person submitting a response.

Gratuities

No person will offer, give, or agree to give any District employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the District. No District employee or representative will solicit, demand, accept, or agree to accept from any other person a gratuity, discount, or offer of employment in connection with a District contract.

Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments and submit comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”) in writing to the District no later than the deadline established in this RFP. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made. Protests based on any alleged defect with the RFP will be considered waived and invalid unless the Proposer brings the alleged defect to the attention of the District, in writing, by the deadline as established in this RFP.

Nondiscrimination

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District’s contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the District or in the employment practices of the District’s Consultants. Accordingly, all Proposers entering into contracts with the District will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Proposal Preparation Costs

The District will not pay any costs associated with the preparation, submittal, or presentation of any proposal made in response to this RFP.

Proposal Withdrawal

To withdraw a proposal, the Proposer must submit a written notice of intent to withdraw,

signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

Incorrect Proposal Information

The District determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal will be determined non-responsive and will be rejected.

Assignment and Subcontracting

The Consultant may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the District. Each subcontractor must be approved in writing by the District. The substitution of one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime Consultant and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP offshore (outside the United States).

Right to Refuse Personnel

The District reserves the right to refuse, at its sole discretion; any subcontractors or any personnel provided by the Proposer or approved subcontractors. The District reserves the right to interview and approve all Proposer staff members in District's sole discretion. Proposer's staff may be subject to the District's background and drug testing processes at any time.

Proposal of Additional Services

If Proposer offers services in addition to those required by and described in this RFP, those additional services may be added to the contract before contract signing at the sole discretion of the District.

Licensure

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary business and professional licenses. The District may require any or all Proposers to submit evidence of proper licensure.

Conflict of Interest and Proposal Restrictions

By submitting a response to the RFP, the Proposer certifies that no amount will be paid

directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant of the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

Any individual, company, or other entity involved in assisting the District in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

Contract Negotiations

After a review of the proposals and completion of the demonstration and proof of concept, the District intends to enter into contract negotiations with the selected Proposer(s). These negotiations could include all aspects of services and fees.

Execution of Contract

If the selected Proposer(s) does not execute a contract with the District within fifteen (15) business days after notification of selection, the District may give notice to that Proposer of the District's intent to select from the remaining Proposers or to call for new proposals, which ever the District deems appropriate.

Right of Rejection

The District reserves the right, in its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety at any time. Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

Proposers may not restrict the rights of the District or otherwise qualify their proposals. If a Proposer does so, the District may determine the proposal to be a nonresponsive counter- offer, and the proposal may be rejected.

The District reserves the right, in its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the District. Where the District waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the District may hold any Proposer to strict compliance with the RFP.

The District reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal.

Discussions shall be limited to specific sections of the proposal identified by the District and, if held, shall be after initial evaluation of Proposals is complete. If clarifications are made as a result of such discussion, the Proposer shall submit such clarifications in writing to the District.

Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP process become the property of the District. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act (Government Code Sections 6250- 6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

Proprietary Information

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government Code 6276). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the District for honoring such a designation. The failure to so label any information that is released by the District will constitute a complete waiver of all claims for damages caused by any release of the information.

Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected and, the rights and obligations of the District and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

Proposal Amendment

The District will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the District.

Commitment to Diversity, Equity & Inclusion

The District is committed to ensuring that diversity, equity and inclusion are integral parts of its day-to-day management, work, and service delivery. Proposers are encouraged to review the District's equity statement at www.yourcsd.com/DEI and support these efforts however possible.

Climate Action Plan and Environmental Sustainability

The District's Climate Action Plan is intended to increase the environmental sustainability of District operations. The District is committed to reducing its greenhouse gas emissions,

waste and consumption of natural resources. These efforts are intended to minimize, or eliminate, potential adverse effects to the environment that could otherwise occur as a result of District operations. Proposers are encouraged to engage in environmentally sustainable practices when working on District Projects.

Exhibit 1

PROFESSIONAL SERVICES AGREEMENT ([YEAR #-XX])

This Agreement is made and entered into this _____ day of _____, 20__ (the “Effective Date”) by and between the Parties set forth in Section 1:

1. PARTIES

District and Consultant are referred to in this Agreement individually as a “Party” and collectively as the “Parties.” The Parties’ Representatives set forth in this Section 1 shall be authorized to act on behalf of their respective Party and receive notices as required under this Agreement. Neither Party shall accept direction or orders from any person other than the designated Party Representative or their designee.

1.1 District

Name: Cosumnes Community Services District (“District”)

Address: 8820 Elk Grove Boulevard, Elk Grove, CA 95624

Phone:

Email:

District Representative:

1.2 Consultant

Name:

Address:

Phone:

Email:

Consultant Representative:

Any notices, consents, and approvals required to be given under this Agreement shall be given in writing by registered mail or certified U.S. Mail, postage prepaid, return receipt requested, by personal delivery, or by email with delivery and read receipt. Notices shall be deemed made when personally delivered, emailed, or forty-eight (48) hours after deposit in the U.S. Mail.

2. TERM AND TERMINATION OF AGREEMENT

- 2.1 **Term.** The term of this Agreement shall be from the Effective Date to **[INSERT ENDING DATE]**, unless earlier terminated as provided in Section 2.2. The Party Representatives may mutually agree, in writing, to extend the term of this Agreement up to **[INSERT NUMBER]** years in the aggregate. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.
- 2.2 **Termination.** This Agreement may be terminated as follows:
- (a) In the event of Consultant's failure to prosecute, deliver, or perform the Services, District may terminate this Agreement by providing two (2) days written Notice to Consultant in accordance with Section 1.
 - (b) This Agreement may be terminated by either Party, without cause, by providing thirty (30) days written Notice to the other Party in accordance with Section 1.

3. INCORPORATION OF EXHIBITS

The Exhibits listed in this Section 3 and attached to this Agreement are incorporated as though fully set forth in this Agreement.

- 3.1 **Scope of Services.** Consultant shall furnish to District the Services described in Exhibit A.
- 3.2 **Compensation.** Consultant shall receive payment for the Services in accordance with Exhibit B.
- 3.3 **Insurance and Indemnification.** The Insurance and Indemnification requirements for this Agreement are set forth in Exhibit C.
- 3.4 **General Terms and Conditions.** The General Terms and Conditions for this Agreement are set forth in Exhibit D.

4. CONSULTANT'S RESPONSIBILITIES

- 4.1 Substitution of Key Personnel. Consultant has represented to District that Consultant's Representative will perform and coordinate the Services under this Agreement. Should Consultant's Representative become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of District. If District and Consultant cannot agree as to the substitution of Consultant's Representative, District shall be entitled to terminate this Agreement in accordance with Section 2.2(a) for cause. Any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall, at the

request of the District, be promptly removed by Consultant from providing the Services.

- 4.2 Control and Payment of Subordinates; Independent Consultant. In the performance of the Services under this Agreement, Consultant shall be, and acknowledges that Consultant is in fact and law, an independent Consultant and not an agent or employee of District. Consultant has and retains the right to exercise full supervision and control over the manner and methods of providing Services to District under this Agreement. All employees, agents, contractors, or subcontractors hired or retained by the Consultant are employees, agents, contractors, or subcontractors of the Consultant and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from the performance of this Agreement.
- 4.3 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. No plea of ignorance relating to any data, conditions or requirements that exist, or that may be encountered in the performance of this Agreement, will be accepted as a result of failure or omission on the part of Consultant to fulfill, in every respect, all of the requirements. Finally, Consultant represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement.
- 4.4 District Inspection. The Services performed by Consultant shall be subject to the inspection and the review of District at all times but such inspection and review shall not relieve Consultant from its responsibility for the proper performance of the Services.

[Signatures on following page]

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT (XXXX-XX)**

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Effective Date:

COSUMNES COMMUNITY SERVICES
DISTRICT

[INSERT CONSULTANT]

By: _____ Date _____
Joshua Green
General Manager

By: _____ Date: _____
Name: _____
Its: _____

Attest:

By: _____
Elenice Gomez
District Clerk

Approved as to form:

By: _____
Sigrid Asmundson
District Counsel

Exhibit A

Scope of Services

1. General Scope of Services. Consultant promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services set forth below and/or attached to this Exhibit A (“Services”).
2. Service Modifications. The Party Representatives may from time to time make changes to the description of the Services; provided, however, that such changes do not increase the District’s cost by more than the amount set forth in Exhibit B.
3. Schedule of Services. Time is of the essence in the performance of Services and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required Services, no later than the dates set forth herein. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the District in writing no later than ten (10) days after the start of the condition, which purportedly caused the delay, and not later than the date on which performance is due.

Background:

California Elections Code section 22000 requires all special districts to redistrict after each Federal decennial census using that census as a basis so that the district, or division, shall be as nearly equal in population as may be possible and in compliance with the applicable provisions of Section 10301 of Title 52 of the United States Code, as amended. The District is an independent special district under the Community Services District Law and is governed by an independently elected five-member Board of Directors. The Directors are elected by division in five single-member divisions. Each director is elected to a term of four years, unless appointed or elected to serve a remaining term.

On February 20, 2019, The Board of Directors adopted Resolution No. 2019-10, a Resolution of the Cosumnes Community Services District establishing by-division elections pursuant to California Election Code Section 10650. The first by-district election of the Cosumnes Community Services District was November, 2020. However, because there were an equal number of candidates to available seats, the election was terminated per Elections Code Section 10515 and the candidates were appointed to the open seats.

In November 2022, two Board of Directors residency district seats will be up for election

(Districts 2 and 5). The District consolidates its elections with Sacramento County, with Sacramento County Registrar of Voters serving as the District's Elections Official. Senate Bill No. 594 (Elections Code Section 22000.1) requires the Board of Directors to adopt adjusted division boundaries no later than April 17, 2022.

The current district map was initially adopted by the Board of Directors on November 6, 2019 based on the 2010 census. There has been a significant population growth in the District, particularly in the southern part of Elk Grove, since the 2010 census.

Objectives:

The District is interested in soliciting proposals from Consultants that can provide services in support of the decennial redistricting effort, presenting district map configurations, and assisting with outreach to the community to participate in the redistricting process. The District is beginning the redistricting process and is seeking the assistance of a qualified Consultants that can present a proposal with options to pursue public outreach, additional analysis, and technical assistance.

It is anticipated that the District will need qualified support in the areas of census data processing and analysis, review and preparation of redistricting plans for a five Board Member district map configuration, providing assistance with outreach and community engagement, coordinating with County elections officials to align redistricting efforts to simplify elections, staff support for meetings and public outreach workshops, and computer support as outlined herein.

Specifications/Tasks:

Please review and develop a work plan to support these specifications. Please provide fixed fee pricing that will be evaluated in the Rates and Fee section of the response to carry out these specifications.

For all work and proposals, the Consultant shall use 2020 Decennial Federal Census Data, and all work and proposals shall conform to California State law.

Consultant's responsibilities shall specifically include, but not be limited to the following:

1. Consultant shall participate and attend redistricting meetings and discussions of appropriate legislative bodies. Planned meetings would include a minimum of five (5) Board meetings. Consultant will provide pricing structure for the provision of additional public meetings to the legislative body. Expected meetings include:
 - a. Conduct initial 'work-study' session and describe the process and the legal setting, discuss 'districting principles' (district design criteria), and planned community outreach;

- b. Present findings on identifying “communities of interest”, public input, and present criterion used in map evaluation, including submittal requirements from members of the public;
 - c. Present district map proposals and public input to consider approval of a final plan.
2. Consultant shall evaluate, compare, and report on the changes to the current Cosumnes Community Services District (5) five Board Member residency District configuration (the District map approved on November 6, 2019 by Resolution No. 2019-87 as shown in Exhibit E);
3. Consultant shall develop a work plan for encouraging residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process. The work plan will address the following factors:
 - a. Coordinating information to District staff for distribution to media organizations that provide news coverage, including media organizations that serve diverse community groups;
 - b. Coordinate with other agencies (i.e. Sacramento County, City of Elk Grove, City of Galt, Elk Grove Unified School District, Galt School Districts, Sacramento Regional Transit District, and other regional agencies) to compile contacts to reach underrepresented communities and non- English speaking communities;
 - c. Provide information through good government, civil rights, civic engagement, and community groups or organizations that are active in the community, including those active in diverse community groups.
4. Consultant shall develop a work plan for outreach to the general public throughout the process. The work plan shall address the following factors:
 - a. Conduct community outreach: Meet and explain the process with key community leaders in business and civic organizations; determine community leaders’ expectations and seek suggestions about the process; and develop a mailing list of people and organizations suggested by key community leaders to notify and invite to participate in the process.
 - b. Conduct community outreach: Meet and explain the process with key community leaders in business and civic organizations; determine community leaders’ expectations and seek suggestions about the process; and develop a mailing list of people and organizations suggested by key community leaders to notify and invite to participate in the process. Consultant shall look for occasions to engage the public in- person, as appropriate and following public health guidelines, and provide virtual environments in order to provide the widest variety of opportunities for the

- public to participate.
- c. Ensure outreach is conducted with diverse community groups.
 - d. Preparation of illustrative materials, maps, brochures, and advertising for public meetings, workshops, and outreach.
 - e. Coordinate with District staff on advertising and public media relations to widely notice the public of opportunities to participate in public outreach meetings.
 - f. Facilitate meetings and provide a short formal presentation on the scope, purpose, process, timelines, and legal issues. Consultant shall request input from the public and document input.
 - g. Obtain public input for criterion to identify “communities of interest” as defined in the State of California Elections Code.
 - h. Present findings on identifying “Communities of Interest”, and present criterion used in map evaluation, including submittal requirements from members of the public, as a resolution for Board of Directors comment and approval.
5. Consultant shall create at least two (2) redistricting plans of five (5) single member residency districts for consideration by the Board of Directors as follows:
- a. Each plan shall have districts that comply with the criteria as specified previously.
 - b. Each redistricting plan shall have a unique objective based on preserving a community of interest.
 - c. In this creation of districting plans, Consultant shall provide shapefile data as directed by the District information technology department.
 - d. The Consultant shall obtain and utilize the most recent Sacramento County Official Precinct Maps from the Sacramento County Voter Registration and Elections Office.
 - e. A demographic profile shall be included for each plan.
6. Consultant shall coordinate with District staff to provide content for an informational webpage on the District website regarding the redistricting process, and provide timely, updated information on map submittals.
7. Consultant shall provide resources and means for members of the public to remotely access a district drawing program and allow for member of the public to submit completed district plans for consideration.
8. Consultant shall prepare additional redistricting proposals as requested by District

staff. Said proposals must conform to state law and any submittal requirements adopted by the Cosumnes Community Services District. Consultant shall provide pricing for inclusion of additional redistricting plans as requested by staff.

9. Consultant shall provide non-English speaking support for non-English speaker inquiries in Spanish and Chinese, and additional languages coordinated with District staff. There will be no limitation to the number of languages requested by the District. Projected support period will run from February 2022 through the conclusion of the contract, Monday through Friday 8:00 A.M. to 5:00 P.M.
10. The District shall require GIS files (as directed by the District's information technology department) from the Consultant that display the newly defined district boundaries. At least two shall be submitted:
 - a. A layer that is comprised of block groups, blocks, and tracts that are coded in the attribute table for the district numbers that are assigned.
 - b. Layer that is a dissolved format displaying one polygon for each of the districts. The polygons must have valid geometry and be contiguous, no overlaps, and not contain holes or gaps.
11. Consultant shall work in conjunction with the District Clerk and the representatives of Sacramento County Voter Registration and Elections Office to maximize alignment of County voting precincts with the Cosumnes Community Services districts to minimize voter confusion and to maximize the ease of conducting elections.
12. Consultant shall provide overall staff support to District's redistricting effort necessary to meet project goals and objectives.
13. Consultant shall provide expert technical assistance to the District in the event any legal action arises relating to the redistricting process of plans developed with Consultant's assistance. Contract shall provide expert testimony and "special services," if necessary, in state and federal court in the area of redistricting.
14. Consultant shall not subcontract any portion of the services or duties to be performed to the Agreement without the prior written approval of the District.
15. Consultant will provide a weekly status report of project management oversight. Consultant shall provide a detailed timeline for all requirements of this scope of work, including time to include work under Deliverables, and in compliance with the deadline specified in the RFP, Consultant shall complete the redistricting

process prior to April 17, 2022.

REQUIREMENTS:

For all work and proposals, the Consultant shall use 2020 Decennial Federal Census data, and all work and proposals shall conform to California State law.

DELIVERABLES:

Consultant's responsibilities shall specifically include, but not be limited to the following:

1. Provide a Board of Directors Meeting Schedule workplan, and assist in the preparation of staff reports, including timely production of reports of data and map analysis to meet agenda publishing deadlines.
2. Provide a Community Outreach workplan on methods to advertise and conduct outreach to the community, ensuring diverse community groups are included.
3. Provide a Community Workshop Meeting Schedule and workplan for informing the community about process requirements for creating district plans, opportunities to submit maps and/or meet to provide input on factors to consider when drawing maps, and support for public outreach meetings.
4. Provide content for an informational webpage on redistricting for the Cosumnes Community Services District.
5. Provide options for a web portal for remote participants to submit and view map proposals.
6. Provide Shapefiles of the final selected district configuration to the Districts Information Technology team.
7. Provide full demographic analysis for each district and legal descriptions of the final selected (5) five District configuration boundaries of the Cosumnes Community Services District.

Exhibit B Compensation

1. Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth below and/or attached to this Exhibit B.
2. Payment of Compensation. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided for that billing period. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.
3. Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the District's Representative.
4. Compensation Upon Termination. Upon Notice of termination in accordance with the Agreement, Consultant shall cease work and within five (5) working days: (a) assemble all documents owned by District and in Consultant's possession and deliver said documents to District; and (b) place all work in progress in a safe and protected condition. The General Manager of the District shall make a determination of the percentage of work which Consultant has performed which is usable and of worth to District. Based upon that finding, the District shall determine any final compensation due to Consultant.

Exhibit C

Insurance and Indemnification

INSURANCE

1. **Insurance Policies.** Consultant shall, at its sole expense, procure and maintain for the duration of the Agreement the following minimum policies of insurance:

Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage
Workers Compensation	\$1,000,000 per accident for bodily injury and disease.
Professional Liability (Errors and Omissions)	\$1,000,000 per claim

2. **Endorsements.** Each policy shall include the following endorsements:
- a. Additional Insured. District, its officials, officers, employees, agents, and volunteers shall be additional insureds on commercial general liability and automobile liability insurance policies.
 - b. Primary Insurance and Non-Contributing Insurance. Consultant's insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the District, its officials, officers, employees, agents, and volunteers shall not contribute with this primary insurance.
 - c. Cancellation. Consultant's insurance shall not be canceled, or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, officers, employees, agents, and volunteers.
 - d. Waiver of Subrogation. Insurance policies shall include a waiver of subrogation stating that the insurer waives all rights of subrogation against the District, officials, officers, employees, agents, and volunteers.

- e. Defense Costs. Defense costs shall be paid in addition to the limits.
3. **Deductible**. Any deductible or self-insured retention must be approved in writing by District. The insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its officials, officers, employees, agents, and volunteers.
4. **Time for Compliance**. Consultant shall not commence the Services until it has provided copies to District of the required policies, or certificates and endorsements on a form acceptable to District, securing all insurance required under this Exhibit C. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this Exhibit C.
5. **Failure to Maintain Coverage**. Consultant agrees to suspend and cease all Services hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to District. District shall have the right, but not the duty, to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement, to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or withheld by District from Consultant's payments, or to terminate this Agreement for cause. If Consultant's operations are suspended for failure to maintain required insurance coverage, Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.
6. **Acceptability of Insurers**. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
7. **Specific Insurance Requirements**.
 - a. Commercial General Liability. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; (4) third party action over claims; or (5) any other exclusion contrary to this Agreement.
 - b. Automobile Liability. The policy shall provide coverage for bodily injury and property damage for owned, non-owned, and hired vehicles.

- c. Workers Compensation Insurance. To the extent Consultant has employees at any time during the term of this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by him/her in accordance with the Labor Code of the State of California.
 - d. Professional Liability. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement.
8. **Subconsultant Insurance Requirements**. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Exhibit C. If requested by Consultant, District may approve different scopes or minimum limits of insurance for subcontractors or subconsultants.

INDEMNITY

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, negligence, errors or omissions, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This indemnification provision shall survive any expiration or termination of this Agreement.

Exhibit D

General Terms and Conditions

1. Laws and Regulations.

- a. Federal and State Law. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Consultant shall be solely responsible for all costs arising therefrom.
- b. Labor Code Compliance. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” projects. If the Services are being performed as part of an applicable “public works” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable “public works” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. The Services may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

- c. Immigration Reform and Control Act. Consultant verifies that it is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC 1101-1525) and has complied, and will comply, with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, sub-contractors and Consultant’s that are included in this Agreement.
- d. Governing Law and Venue. This Agreement shall be governed, construed

and enforced in accordance with the laws of California and venue shall be in Sacramento County.

2. **Documents.** The documents, drawings, specifications and estimates prepared by Consultant, or Consultant's subcontractors for the Services, shall be and remain the property of District. Such documents, drawings, specifications and estimates shall be the property of District whether or not the work for which they were made is executed, and notwithstanding any copyright. District reserves the right to reuse all or part of the documents at its sole discretion for the construction of all or part of this or another project constructed for District. District is not bound by this Agreement to employ the services of Consultant in the event such documents are reused. In the event that Consultant's documents are subsequently reused or modified in any material respect without prior written consent of Consultant, District agrees to indemnify Consultant from any claims advanced on account of said reuse or modification.
3. **Maintenance of Records.** Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the term of the Agreement and for three (3) years thereafter.
4. **Force Majeure.** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.
5. **Attorneys Fees.** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's fees and expert's fees, whether incurred through formal legal proceedings or otherwise.
6. **Disputes.** If a dispute should arise regarding the performance of this Agreement, the following procedures shall be used:
 - a. Initial Resolution Effort.
 - i. The complaining party shall reduce its position to writing along with a recommended method for resolving the dispute, and forward a copy of the dispute document to the other party.
 - ii. Within ten (10) working days of receipt of the dispute document, the other party shall reply to the dispute document with a written response that sets forth the other party's position and recommended method of resolving the dispute.

- iii. The Department Head shall represent the District in this process.
 - b. If the dispute is not resolved in accordance with Section 6.a above, the aggrieved party shall send to the General Manager a copy of the dispute document and response. Within five (5) working days of receiving the dispute document and the response, the General Manager shall propose a resolution.
 - c. If the dispute remains unresolved and the parties have exhausted the procedures of this Section, the parties may then seek remedies available to them at law.
7. **Entire Agreement; Amendment.** This Agreement constitutes the sole and entire agreement between District and Consultant relating to the Services and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. The General Manager or their designee is hereby authorized by District to enter into agreements referenced in this Agreement or reasonably required to implement this Agreement on behalf of District, issue approvals, interpretations or waivers and enter into amendments to this Agreement on behalf of District to the extent that any such action(s) do not increase the monetary obligations of District by more than Seventy Five Thousand Dollars (\$75,000). All other actions shall require the consideration and approval of the District Board of Directors, unless expressly provided otherwise by action of the District Board of Directors. Nothing in this Section shall restrict the submission to the District Board of Directors of any matter within the General Manager's authorization under this Section, in the General Manager's sole and absolute discretion, to obtain the District Board of Director's express and specific authorization on such matter. The specific intent of this Section is to authorize certain actions on behalf of District by the General Manager, but not to require that such actions be taken by the General Manager without consideration by the District Board of Directors.
8. **Severability.** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
9. **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
10. **Conflict of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission,

percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11. **Interpretation.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair and plain meaning, and not strictly for or against any Party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement
12. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
13. **District's Right to Employ Other Consultants.** District reserves the right to employ other consultants to provide the same or similar Services.
14. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties.
15. **Assignment or Subcontracting.** Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.
16. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
17. **Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
18. **Ethical and Sustainable Purchasing.** In accordance with District Policy No. 2113, Consultant shall ensure that Consultant and any sub-consultants,

employees, contractors, agents, or volunteers meet the District's ethical and sustainable requirements. Failure to comply with District Policy No. 2113 shall be deemed a failure to perform Services and grounds for termination in accordance with Section 2.2(A) of this Agreement.

19. **Survival.** All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

Exhibit E
RESOLUTION NO. 2019-87

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE COSUMNES
COMMUNITY SERVICES DISTRICT ESTABLISHING A BY-DIVISION
ELECTION PROCESS PURSUANT TO CALIFORNIA ELECTIONS
CODE SECTION 10010**

WHEREAS, the Board of Directors of the Cosumnes Community Services District ("District") are currently elected through an at-large election process; and

WHEREAS, subdivision (a) of Election Code section 10650 authorizes a special district to, by resolution, require that the members of its governing body be elected using district-based elections without being required to submit the resolution to the voters for approval, in furtherance of the purposes of the California Voting Rights Act of 2001 ("CVRA"); and

WHEREAS, at its February 20, 2019 meeting, the District adopted Resolution No. 2019-10, a resolution of intent to establish a by-division voting process pursuant to Government Code Section 10010; and

WHEREAS, in accordance with Elections Code Section 10010, the District held 2 public hearings before any maps of voting districts were drawn, at which input from the public on the proposed composition of the voting districts was invited and heard; and

WHEREAS, 3 voting maps were prepared and published on the District's website, and subsequent to such publication the District held 3 public hearings at which the public was again invited to provide input regarding the draft maps and potential sequence of elections, during which time 5 additional maps were prepared, published and presented to the District; and

WHEREAS, it is the position of the District Board of Directors that map **D**, attached hereto as Exhibit A, will serve the best interests of the Cosumnes Community Services District and be consistent with the California Voting Rights Act and applicable law; and

WHEREAS, the purpose of this Resolution is to enact, pursuant to Government Code Section 10650, a resolution providing for the by-division election of the Directors of the Board of Directors of the Cosumnes Community Services District in 5 single-member districts; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COSUMNES COMMUNITY SERVICES DISTRICT AS FOLLOWS:

Section 1. Adoption of Recitals. The recitals set forth above are true and correct.

Section 2. By-Division Elections. The Board of Directors hereby provides that, commencing with the November 3, 2020 election, the Directors of the Cosumnes Community Services District shall be elected as follows:

- A. The Directors of the Cosumnes Community Services District shall be elected by-division in five (5) single-member districts. Each Director shall serve a term of four years.
- B. For the November, 2020 election, and for each election at the end of a four-year term thereafter, the Directors of the Cosumnes Community Services District from Districts ____, ____, and ____ shall be elected on a by-division basis as that term is defined in Government Code section 61025.
- C. For the November, 2022 election, and for each election at the end of a four-year term thereafter, the Directors of the Cosumnes Community Services District from Districts ____ and ____ shall be elected on a by-division basis as that term is defined in Government Code section 61025.
- D. Except as provided in subdivision (E) hereof, all candidates for the Cosumnes Community Services District Board of Directors and all appointed and elected Directors shall fully comply with applicable law. Termination of residency in a district by a Director shall create an immediate vacancy for that district unless a substitute residence within the district is established within thirty (30) days after the termination of residency.
- E. Notwithstanding any other provision of this Section 2, each of the Directors in office at the time this Resolution takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified. Vacancies in Director seats elected at-large may be filled from the Cosumnes Community Services District at-large. At the end of the term of a Director, that Director's successor shall be elected on a by-division basis in the districts established in subdivision (B) and (C) above and as subsequently reapportioned as provided by law. A vacancy in a Director seat elected by-division shall be filled by a person qualified to hold the office, consistent with applicable law.
- F. The Clerk of the Board shall maintain a map of the District showing the current boundaries and numbers of each voting district as they are established and may be amended from time to time by the District.

Section 3. California Voting Rights Act. Pursuant to Government Code Section 10650, it is declared that this change in the method of electing Directors of the Cosumnes Community Services District is being made in furtherance of the California Voting Rights Act of 2001 (Elections Code Sections 14025 *et seq.*).

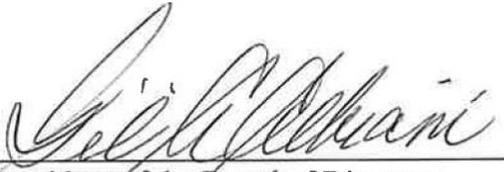
Section 4. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Board of Directors hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

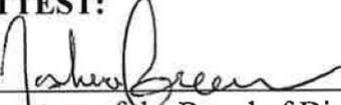
Section 6. Certification. The Secretary is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County election official of the County of Sacramento.

PASSED, APPROVED AND ADOPTED this 6th day of November, 2019 by the following vote:

AYES: Albiani, Brewer, Fuentes, Moreno
NOES: None
ABSENT: None
ABSTAIN: Luttrell

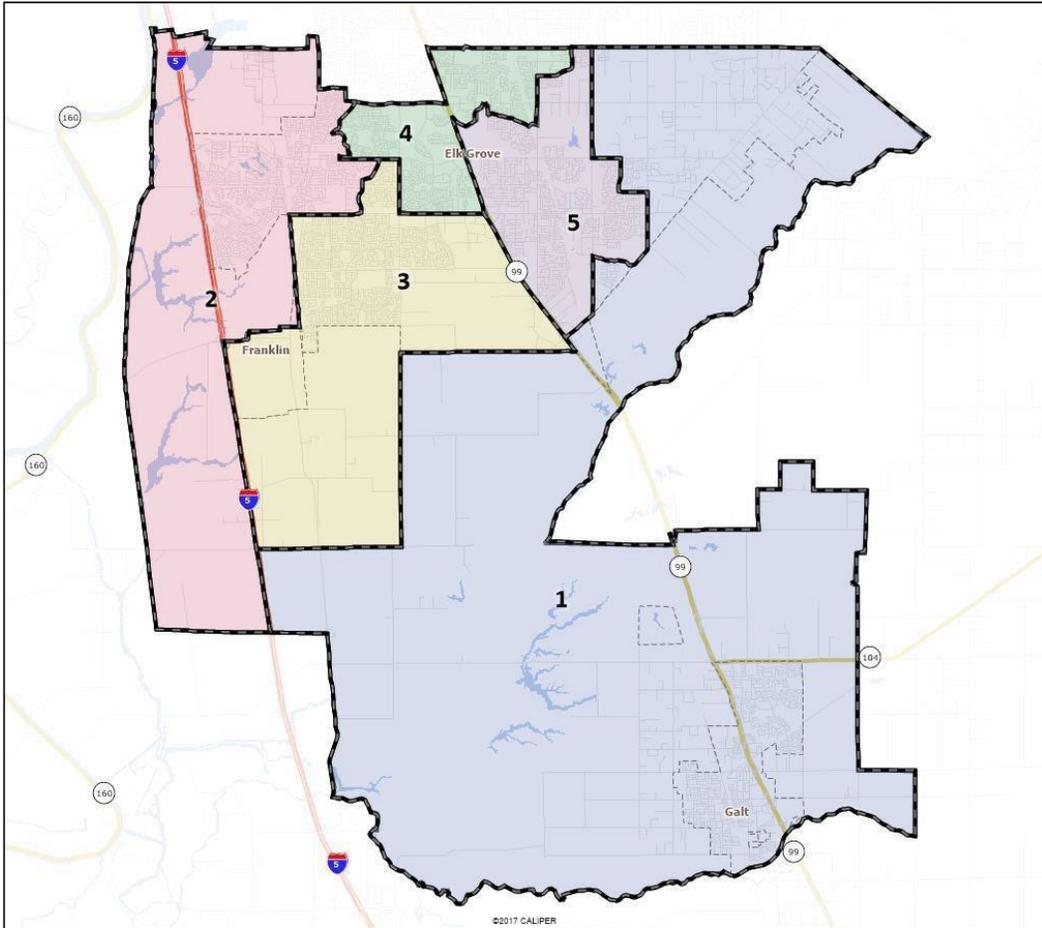


President of the Board of Directors

ATTEST:


Secretary of the Board of Directors

Cosumnes CSD Draft Plan D



Plan D										
	2010 Census			Citizen Voting Age Population (CVAP)						
	Population	Deviation		Population	Latino		Asian		Black	
1	37,474	823	2.2%	37,474	6,668	26%	2,467	9%	1,296	5%
2	36,680	29	0.1%	36,680	4,049	16%	6,135	25%	3,303	13%
3	36,100	(551)	-1.5%	36,100	3,609	14%	7,805	31%	3,376	14%
4	37,019	368	1.0%	37,019	4,484	18%	7,850	31%	3,276	13%
5	35,982	(669)	-1.8%	35,982	3,369	13%	4,575	18%	1,553	6%