

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 ("**Effective Date**"), by and between the **CITY OF ORLAND**, a municipal corporation ("**City**"), and **NATIONAL DEMOGRAPHICS CORPORATION**, a California corporation ("**Consultant**").

### RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to perform election districting and demographic consulting services in connection with the City's transition from at-large to district-based elections pursuant to the California Voting Rights Act, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

### 1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Exhibit "A," National Demographics Corporation's Scope of Work and Pricing for the City of Orland dated December 16, 2025, attached hereto and incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed **Thirty-One Thousand Dollars (\$31,000.00)** without prior written authorization from the City.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. The parties intend to complete the transition to district-based elections in time for the November 2026 general election. Consultant shall use reasonable professional efforts to perform its services in a timely manner consistent with this goal, provided that City timely facilitates necessary public hearings, provides requested information, and otherwise fulfills its responsibilities under the districting process.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue until the completion of all services and final adoption of district boundaries by the City Council, or **thirty-six (36)** months from the Effective Date, whichever occurs first, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished maps, data studies, drawings, and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.

(b) Business automobile liability for hired and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain provisions naming the City of Orland and its elected and appointed boards, officers, officials, agents, employees, and volunteers as additional insureds.

5.3. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral

negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement. Consultant designates Douglas Johnson, President, as its representative for purposes of this Agreement.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below:

<b>IF TO CONSULTANT:</b> National Demographics Corporation Attn: Douglas Johnson, President P.O. Box 5271 Glendale, CA 91221 Tel: (818) 254-1221 Email: info@NDCresearch.com	<b>IF TO CITY:</b> City of Orland Attn: City Manager 815 4th St. Orland, CA 95963 Tel: (530) 865-1600
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6.4. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Glenn County, California.

6.6. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent.

6.7. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.

6.9. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer files, maps, and GIS data furnished or prepared by Consultant or any

of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City.

6.10. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof.

6.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[Signatures appear on following page.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_ Date: \_\_\_\_\_

Douglas Johnson, President

National Demographics Corporation

**CITY OF ORLAND**

\_\_\_\_\_ Date: \_\_\_\_\_

Joe Goodman, City Manager

ATTEST:

\_\_\_\_\_

Jennifer Schmitke, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_ Date: \_\_\_\_\_

Scott Drexel, City Attorney

## **EXHIBIT A**

### **SCOPE OF WORK AND PRICING**

#### **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 City wishes to include;
- Initial telephonic discussion about data, communities of interest, schedule, criteria and special concerns;
- Assist City with developing a communications plan for public outreach, including suggestions for webpage content and design, public feedback logistics, and strategies for engaging constituents;
- Assist City with developing a project plan, including a detailed timeline, goals and objectives, and specific deliverables;
- Provide progress reports on an as-needed basis and meet regularly with project team;
- Any phone- or web-conference calls to discuss the project's progress or to answer questions;
- Provide education and guidance on required redistricting criteria for staff and elected officials;
- Preparation and delivery of reports required under Elections Code Section 21130;

##### **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 Glenn County Registrar of Voters to implement the final adopted plan;

**Project Website:**

- Consultant-prepared and managed project website for the duration of the project;
- Website will include project information, schedule, draft maps, public input forms, and resources;
- Regular updates to website as project progresses through public hearing phases;

## Project Pricing

<b>1. Districting Basic Project Elements</b>	<b>\$8,500.00</b>
<b>2. Meeting Attendance (5 meetings)</b>	
• Virtual attendance (5 meetings @ \$1,500 each)	\$7,500.00
<b>3. Project Website</b>	<b>\$6,500.00</b>
<b>4. Online and paper public mapping system</b>	<b>\$4,000.00</b>
<b>Subtotal Base Contract</b>	<b>\$26,500.00</b>
<i>Contingency for additional meetings (3 virtual @ \$1,500)</i>	<i>\$4,500.00</i>
<b>TOTAL NOT-TO-EXCEED AMOUNT</b>	<b>\$31,000.00</b>

*Note: Per-meeting prices include all preparation of meeting materials, presentation materials and maps. 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. All meetings will be conducted virtually via video conference (Zoom or similar platform).*