

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Compass Demographics, Inc.**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to Provide Demographic Services to assist the City of Garden Grove in the redistricting of single member districts for the election of City Council Members, based on 2020 U.S. Census data and as required by California law per Attachment A.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be from May 25, 2021 until the project is complete, unless sooner terminated as provided herein. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Forty-Seven Thousand Dollars (\$47,000.00), payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount not less than \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount not less than \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
Compass Demographics, Inc.
Attention: David Ely, President
6575 N. Vista St.
San Gabriel, CA 91775
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent

contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

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(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Compass Demographics, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

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I. INTRODUCTION

Thank you for the opportunity to provide you with information regarding the redistricting of single member districts for the election of City Council Members. This proposal is based on a three phase process, with phases that I refer to as Information, Plan Development, and Plan Adoption.

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

The Plan Development phase involves the development of multiple districting options; the presentation of these options to the public, the Committee, and the Council; and working with all parties toward the refinement of options to develop final recommendations.

The Plan Adoption phase includes the presentation of final recommendations to the Council and the public and completing the steps necessary for the Council to adopt an ordinance defining districts, and the communication of the district boundaries to City Staff the County Registrar for implementation.

II. COMPASS DEMOGRAPHICS INFORMATION

Compass Demographics is a consulting and database management firm specializing in projects involving Census and Election Data. David Ely is the Founder and President of Compass Demographics and would be the primary consultant in this proposal. David Ely has extensive experience in the management of redistricting projects, the analysis of voting behavior, and demographic analysis. He received a Bachelor of Science in Mechanical Engineering and Social Sciences from the California Institute of Technology in 1987.

He has served as an expert and testified on behalf of the United States as well as private plaintiffs in numerous cases involving voting rights and districting issues, and his opinions have been cited and relied on in multiple legal opinions.

He has also served as a consultant and expert on behalf of defendant jurisdictions in voting rights litigation challenging election systems or districts.

He has also served as a consultant to construct databases, draw district lines or prepare presentation maps and reports for the many jurisdictions in conducting their normal redistricting. These have included statewide congressional and legislative redistricting in California, as well as a variety of County Boards, City Councils, School Boards, Water Districts, Regional Transit Boards and others following the 1990, 2000, and 2010 Census.

A copy of Mr. Ely's CV is attached as Appendix A.

Compass Demographics charges \$250 per hour for Mr. Ely's time and \$80 per hour for an assistant. In addition compensation for reasonable expenses as approved by the city will be included. An estimated cost schedule is included in Section V of this proposal. A not to exceed amount may be included in any contract.

III. PROCESS RECOMMENDATION

A. INFORMATION

The information phase of the process allows all the parties including the consultant, City Staff, Committee, Council and the public to exchange information about redistricting Council Districts for the City of Garden Grove. The following are key elements.

1. CRITERIA

Consultant will meet with City Staff and Committee to discuss the legal requirements and other possible criteria and assist in the formulation of guidelines or guiding principles for Districting. This initial analysis will include a determination of the 2020 Census population in existing districts and the extent of required population equalization.

2. DATABASE

Consultant will build database including geographic and demographic data to allow for the Construction and analysis of Districts. This database will include Census Block level population and voting age population by race and Hispanic Origin from the 2010 Census Redistricting Data File (PL94-171), as well as Citizen Voting Age Population Data derived from the most recent CVAP Special Tabulation from the 5 year American Community Survey. Additional Socio-economic data or election data will be included as needed to meet local information needs.

3. SAMPLE DISTRICTS

Consultant will create sample district plans which meet basic population equality and contiguity requirements in order to provide a starting point for discussions to the extent allowable by State requirements. These districts will not be proposals and will not reflect more detailed requirements, but serve the purpose of showing the general size of districts.

4. OUTREACH

Outreach and Public input will be critical to the success of the Districting process. Consultant will work with City Staff and Committee Members to produce materials for presentation to the public. Public outreach and interaction will focus on the following three forums.

a) PUBLIC MEETINGS

A minimum of 2 public meetings should be held during the information phase. These meetings would include a brief presentation from Committee Members and Consultant and an opportunity for the public to provide input, either by addressing the Committee or by providing written input. Maps and other tools will be provided to allow members of the public to provide meaningful input.

b) ONE ON ONE OR SMALL GROUP WORKSHOPS (OPTIONAL)

Consultant will schedule workshops with small groups or individuals who have an interest in the process. The workshops would include working on redistricting software to examine possible districts. Any workshops involving Council Members or Committee Members would be limited as needed to avoid conflict with Brown Act.

c) WEBSITE

Consultant will assist in the design and development of material for a website to provide the public with information about the Districting process, and to allow for submission of public comment.

B. DRAFT PLAN DEVELOPMENT

Consultant will work with Committee to develop Draft Maps for submission to the Council through the following process.

1. DISTRICT OPTIONS

Consultant will develop District Options based on information gathered in the first phase of the process and present these options to the Committee.

2. OUTREACH

Outreach similar to the first phase will be needed to move from Consultants Options to Draft Proposals.

a) PUBLIC MEETINGS

b) WORKSHOPS (OPTIONAL)

c) INVITE PUBLIC SUBMISSIONS

3. DISTRICT REFINEMENT

Consultant will work with Staff to develop Draft proposals as appropriate.

C. PLAN ADOPTION

1. DISTRICT DRAFT PROPOSALS

Consultant will work with staff to prepare report to Council regarding process, input, and the Proposed Draft Maps.

2. PUBLIC HEARINGS

Consultant will work with Council and City staff to prepare materials for presentation at Public Hearings.

3. WORKSHOPS (OPTIONAL)

Consultant will conduct workshops with interested parties as requested by Council.

4. PLAN SELECTION AND REFINEMENT

Consultant will assist Council as needed in the selection and refinement of a final District Plan.

5. COUNCIL PLAN ADOPTION

Consultant will provide the necessary technical language for an ordinance defining Council Districts, as well as maps for informational purposes.

6. PLAN IMPLEMENTATION

Consultant will create detailed maps and GIS layers to accurately communicate District boundaries to City Departments and County Registrar.

IV. PROCESS OPTIONS

The City may decide that they wish to provide redistricting tools to the public separate from Consultant Workshops. This may be accomplished either by providing an online redistricting tool, or by providing access to a workstation with Redistricting Software and Database. Either of these options would add up to \$20,000 to the overall cost of the project, including software acquisition and addition consultant hours.

A. ONLINE REDISTRICTING

B. PUBLIC REDISTRICTING WORKSTATION

V. COST ESTIMATION

Phase	Task	Hours	Base	Extras
Information				
	Planning with City Representatives	10	\$2,500.00	
	Database Building	20	\$5,000.00	
	Workshops (OPTIONAL)	40		\$10,000.00
	Public Hearing(s)	10	\$2,500.00	
	Initial Report (OPTIONAL)	10		\$2,500.00
Districting				
	District Options Development	20	\$5,000.00	
	Workshops (OPTIONAL)	20		\$5,000.00
	District Options Public Presentation	8	\$2,000.00	
	Public Hearing(s)	6	\$1,500.00	
Adoption				
	Public Hearing(s)	6	\$1,500.00	
	Workshops	20		\$5,000.00
	Ordinance	10	\$2,500.00	
	Communicate to County Registrar	8	\$2,000.00	
Total			\$24,500.00	\$47,000.00

Additional Public Software Options

Up to
\$20000

VITA

DAVID R. ELY

Compass Demographics, Inc.

6575 N. Vista Street

San Gabriel, CA 91775

(626) 807-0719

E-mail: ely@compass-demographics.com

Employment:

2007 to present

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

1986 to 2007

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

Education:

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

Redistricting Consulting

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

2020 Malibu City Council District Analysis

2020 Mission Springs Water District Board District Formation

2020 Richmond City Council District Formation

2019 Compton Unified School District Trustee District Formation

2019 Carson City Council District Formation

2018 Coalinga City Council District Formation

2018 Coalinga-Huron Recreation & Parks Board Member District Formation

2017 San Marcos Unified School District Trustee Area Formation

2016 Upland City Council District Formation

2016 Costa Mesa City Council District Formation

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(Redistricting Consulting, cont.)

- 2015 Garden Grove City Council District Formation
- 2015 Fullerton City Council District Formation
- 2014 Saugus Union School District Trustee Area Formation
- 2014 Whittier City Council District Formation
- 2014 Sulphur Springs School District Trustee Area Formation
- 2014 Lancaster Elementary School District Trustee Area Formation
- 2012 Los Angeles Unified School District Redistricting
- 2012 Los Angeles City Council Redistricting
- 2012 Pasadena Unified School Board Districting
- 2012 Pasadena City Council Redistricting
- 2011 Bay Area Rapid Transit (BART) Board Redistricting
- 2011 California Legislative Redistricting
- 2011 Los Angeles County Redistricting
- 2008 Ceres Unified School District Redistricting
- 2008 Madera Unified School District Redistricting
- 2008 Merced Elementary School District Redistricting
- 2008 Merced High School District Redistricting
- 2005 Hanford Joint Union High School District Redistricting
- 2003 Oakland City Council and Oakland Unified School Board Redistricting
- 2002 Los Angeles City Council Redistricting
- 2002 Los Angeles Unified School District Board Member Redistricting
- 2002 Pasadena, California, City Council Redistricting
- 2001 California Legislative Redistricting (Senate, Assembly, and Congressional)
- 2001 Los Angeles County Supervisorial Redistricting
- 2001 Bay Area Rapid Transit Board Member Districts Redistricting
- 1992 Rancho Mirage, California, City Council Redistricting

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(Redistricting Consulting, cont.)

- 1992 Three Valleys Municipal Water District Redistricting
- 1992 Los Angeles Unified School Board Member Redistricting
- 1992 Los Angeles City Council Redistricting
- 1992 Pasadena, California, City Council Redistricting
- 1991 California Congressional Redistricting
- 1991 California State Assembly Redistricting
- 1991 Los Angeles County Board of Supervisors Redistricting
- 1987 City of Boston, Massachusetts Redistricting
- 1986 Los Angeles City Council Redistricting
- 1987 to 2012, California State Legislature, Redistricting Database construction

Litigation Analysis

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

2000-Present Provided analysis on numerous voting rights investigations not listed.

Vaughan v. Lewisville Independent School District (2020), expert witness (Texas)

Kumar v. Frisco Independent School District (2020), expert witness (Texas)

Terrebonne Parish NAACP et al vs. Governor of Louisiana et al (2019), Special Master

Tyson v. Richardson Independent School District (2018), expert witness (Texas)

Yumori-Kaku v. City of Santa Clara (2018), expert witness (California)

Loya v. City of Santa Monica (2018), expert witness (California)

Luna v. Kern County (2017), expert witness (California)

Patino v. City of Pasadena (2015), expert witness (Texas)

Garrett v. City of Highland (2015), expert witness (California)

Ramos v. Carrollton-Farmers Branch Independent School District (2015), expert witness (Texas)

Rodriguez v. City of Grand Prairie (2015), expert witness (Texas)

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

Navajo Nation v. San Juan County (2014), expert witness (Utah)

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(Litigation Analysis, cont.)

Solis v. City of Santa Clarita (2014), expert witness (California)
Jauregui v. City of Palmdale (2013), expert witness (California)
Gonzalez v. City of Compton (2012), expert witness (California)
Fabela v. City of Farmers Branch (2011), expert witness (Texas)
Benavidez v. Irving Independent School District (2008, 2013), expert witness (Texas)
Benavidez v. City of Irving (2008), expert witness (Texas)
Avitia v. Tulare Local Health Care District (2008), expert witness (California)
U.S. v. City of Euclid (2007), election data consultant (Ohio)
Bexar Metropolitan Water District (2007), election data consultant (Texas)
U.S. v. City of Springfield, Massachusetts (2006)
U.S. v. State of Missouri (2006), election data consultant
U.S. v. City of Philadelphia and Philadelphia City Commission (2006), Pennsylvania
State of Georgia v. Ashcroft, (2004) election data consultant
Gomez v. Hanford Joint Union High School District, (2004) California
Sanchez v. City of Modesto, (2004), California
Governor Gray Davis v. Kevin Shelley, (2003) data analysis and declaration (California)
U.S. v. Alamosa County, (2002), expert witness (Colorado)
Cano v. Davis, (2002), election data consultant, (California)
U.S. v. City of Lawrence, (2000), expert witness (Massachusetts)
U.S. v. City of Santa Paula, (2000) voting rights litigation (California)
U.S. v. Upper San Gabriel Valley Municipal Water District, (2000) voting rights litigation (California)
U.S. v. Passaic (2000) voting rights litigation (New Jersey)
U.S. v. City of Lawrence, (1999) voting rights litigation (Massachusetts)
Bonilla v. Chicago City Council (1992-1998), expert witness (Illinois)

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(Litigation Analysis, cont.)

Ruiz v. City of Santa Maria, (1992-1998), expert witness (California)

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