



staff report

TO: Honorable Mayor and Members of the City Council

FROM: Jeffrey L. Stewart, City Manager
Mayra Ochiqui, City Clerk

SUBJECT: Consideration and possible action to read by title only, waive further reading, and introduce Ordinance No. 13XX – An ordinance amending Bellflower Municipal Code Section 2.28.010 affecting the election date of general municipal elections and requesting consolidation with Los Angeles County pursuant Elections Code 10403.

DATE: September 12, 2016

EXECUTIVE SUMMARY

Adopting this Ordinance will amend Bellflower Municipal Code (BMC) Section 2.28.010, moving the date of the City's election from the first Tuesday after the first Monday in March of odd-numbered years to the first Tuesday after the first Monday in November of even-numbered years and request that the Los Angeles Board of Supervisors approve the consolidation of the City's November City Council election with the state-wide general election conducted by the County in November of each even-numbered year. Incumbent City Council Members terms will be shortened by four months, from March 2019 to December of 2018 when Council Members elected in November 2018 take office, and March 2021 to December 2020 when Council Members elected in November 2020 take office. Taking this action is in accordance with the Settlement Agreement regarding the lawsuit filed in Los Angeles County Superior Court under the California Voting Rights Act entitled, *Melliz, et al., v. City of Bellflower, et al.*, Case No. BC551555.

RECOMMENDATION TO CITY COUNCIL

- 1) Read by title only, waive further reading, and introduce Ordinance No. 13XX; or
- 2) Alternatively, discuss and take other action related to this item.

FISCAL IMPACT

The estimated cost to consolidate with the County's state-wide general election in November of each even-numbered year is approximately \$49,000; an estimated savings of \$60,000 per election. Funds will be budgeted in General Fund Account No. 010-43600-1210.

Staff Report – Amending BMC Section 2.28.010 Affecting the Election Date of General Municipal Elections and Requesting Consolidation with Los Angeles County
September 12, 2016
Page 2 of 2

BACKGROUND

A lawsuit entitled Melliz, et al., v. City of Bellflower, was filed against the City on July 14, 2014. The City settled the action on January 15, 2015. In connection with the settlement, the City agreed to request consolidation of the City’s general municipal election with the Los Angeles County state-wide general election held on the first Tuesday after the first Monday in November of even-numbered years.

DISCUSSION

In accordance with procedures stipulated by the Los Angeles County Registrar-Recorder/County Clerk’s Elections Division, on February 11, 2016, the City requested that the County of Los Angeles conduct a preliminary analysis to determine whether the consolidation of the City’s election can be accommodated on the November of even-numbered year’s election cycle. The result of that preliminary analysis was that the City’s elections can be accommodated on that election cycle.

Taking this action is in accordance with the Settlement Agreement regarding the lawsuit filed in Los Angeles County Superior Court under the California Voting Rights Act entitled, *Melliz, et al., v. City of Bellflower, et al.*, Case No. BC551555.

ATTACHMENTS

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Request for Preliminary Analysis (dated February 11, 2016)	19
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CITY OF BELLFLOWER

ORDINANCE NO. 13XX

AN ORDINANCE AMENDING BELLFLOWER MUNICIPAL CODE SECTION 2.28.010 AFFECTING THE ELECTION DATE OF GENERAL MUNICIPAL ELECTIONS AND REQUESTING CONSOLIDATION WITH LOS ANGELES COUNTY PURSUANT TO ELECTIONS CODE SECTION 10403

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. *Recitals.* The City Council finds as follows:

- A. The City's general municipal elections are currently held on the first Tuesday after the first Monday in March of each odd-numbered year.
- B. Election Code Sections 1301 and 10403.5 authorize the City to reschedule its general municipal election to the day of the statewide general election.
- C. In accordance with the Settlement Agreement (Agreement File No. 654) in the case captioned *Melliz, et al., v. City of Bellflower, et al.*, LASC Case No. BC551555, the City requests consolidation of its elections with the statewide general election conducted by the County of Los Angeles on the first Tuesday after the first Monday in November of even-numbered years.
- D. A preliminary analysis was conducted by the Los Angeles County Registrar-Recorder/County Clerk's Election Division and found that the County of Los Angeles can accommodate the consolidation of the City's election with the statewide general election conducted by the County of Los Angeles.
- E. In order to accomplish the change in election date, the term of incumbent City Council Members who would otherwise be up for election in March 2019 must be shortened from March 2019 to December 2018 when the Council Members elected in November 2018 take office.

SECTION 2. *Change to Election Date.* In compliance with the Settlement Agreement and in accordance with Elections Code §§ 1301 and 10403.5, Bellflower Municipal Code ("BMC") § 2.28.010 is amended to read as follows:

"Section 2.28.010. Municipal Elections.

Beginning with elections held after March 2017, the general municipal election for the Bellflower City Council must be held on the first Tuesday after the first Monday in November of even-numbered years. The first general municipal election after March 2017 general municipal election must be held on the first Tuesday after the first Monday in November 2018."

SECTION 3. *Adjustment of Terms of Office.* In accordance with Elections Code §§ 1301 and 1043.5(d), due to the change of election date, the terms of office of those members of the City Council presently serving whose terms would previously have expired in March 2019 will instead vacate in their office upon certification of the results and administration of oaths of office after the November 2018 General Municipal Election. The terms of office of those members of the City Council elected in March 2017 whose terms would previously have expired in March 2021, will instead, vacate their office upon certification of the results and administration of oaths of office after the November 2020 General Municipal Election.

SECTION 4. *Consolidated Election.* Pursuant to Elections Code § 1301, the City Council requests the County of Los Angeles approve consolidation of the City's November City Council election with the statewide general election conducted by the County in November of each even-numbered year.

SECTION 5. *Notice to Voters.* Pursuant to Elections Code § 10403.5, within 30 days after this Ordinance becomes effective, the City Clerk must cause a notice to be mailed to all registered voters of the City of Bellflower (pursuant to the last report of registration by the County Clerk to the Secretary of State) informing the voters of the change in the election date. The notice must also inform the voters that as a result in the change in election date, elected city officeholders' terms in office will be changed.

SECTION 6. *Date of the First City Council Election in November.* If this Ordinance becomes effective, the first City Council election to be held in November will be November 2018.

SECTION 7. *Request to the County.* The City Clerk is directed to forward, without delay, a certified copy of this Ordinance to the Los Angeles County Board of Supervisors and the County Election Department.

SECTION 8. The City Clerk, or her duly appointed deputy, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Bellflower's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 9. *Effective Date.* This Ordinance will only become effective upon approval by the Los Angeles County Board of Supervisors pursuant to Elections Code § 1301(b)(1).

ORDINANCE NO. 13XX HAD ITS FIRST READING ON _____, ITS SECOND READING ON _____, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELLFLOWER AT ITS REGULAR MEETING OF _____.

Dan Koops, Mayor

ATTEST:

Mayra Ochiqui, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

The parties to this SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS ("Agreement") are Luis Melliz, Bertha Valenzuela, and Gloria Willingham-Toure (referred to as "Plaintiffs" herein), on the one hand, and the City of Bellflower, a California city and municipal corporation (sometimes referred to as "Defendant" or "City"), on the other. These persons and entity are sometimes referred to as "Parties" or "each Party" herein. The terms "Plaintiffs" and "Parties" shall also mean an individual Plaintiff in all instances in which those terms are used in the provisions of this Agreement. This Agreement is effective as of the latest date written next to the signature of a Party to this Agreement

I. Recitals.

The purpose of this Agreement is to settle the action filed in the Los Angeles County Superior Court under the California Voting Rights Act ("CVRA") entitled *Melliz, et al., v. City of Bellflower, et al.* Case No. BC551555 ("CVRA Lawsuit").

The Parties desire to settle the CVRA Lawsuit and to fully and finally settle any and all matters between them arising out of, or relating to, the CVRA Lawsuit, or any claims that could have been raised in connection with the CVRA Lawsuit or the City's at-large electoral system occurring prior to the date of this Agreement, without any further court proceedings, trial, appeal or adjudication of any issue of fact or law, and without any admission with respect to such matters.

II. Terms and Conditions of the Settlement Agreement.

In consideration of the mutual promises herein, the Parties agree:

1. Ballot Measure for "By-district" Elections. On or before December 1, 2015, the City Council of the City of Bellflower ("City Council") will place on its agenda for consideration and action a resolution calling an election on a measure (the "ballot measure") allowing the voters of the City to enact an ordinance changing the City's electoral system with respect to City Council members from at-large to single-member districts in which City Council members are required to be residents of their respective electoral districts and are nominated and elected by the residents of their respective electoral districts ("by-district elections" or "by-district electoral system"). The election shall be held in accordance with Government Code sections 34870, *et seq.* The City shall request consolidation of the election on the ballot measure with the November 2016 statewide election pursuant to Elections Code sections 10400, *et seq.* If the

ballot measure is adopted by the voters, then the City Council elections will be held using the by-district electoral system as set forth in Paragraph 10, below, and as provided in Government Code section 34878.

2. Form and Content of Ballot Measure. The ballot measure will be substantially in form and content as required by California Government Code sections 34872 and 34877, and shall include a map of the proposed electoral districts.

3. Dismissal with Prejudice. Plaintiffs will dismiss with prejudice the CVRA Lawsuit if the City adopts the resolution described in Paragraph 1, above. The dismissal with prejudice shall be filed within five (5) business days after the adoption of the resolution.

4. Informational Language in Resolution Calling the Election on the Ballot Measure. The resolution described in Paragraph 1, above, shall contain informational language describing the City's "at-large" electoral system, describing a "by-district" electoral system, and describing in neutral terms the characteristics of each. The resolution shall also contain informational language concerning the electoral district map including the matters required by Government Code section 34872. The informational language in the resolution calling the election on the ballot measure shall include the language attached hereto as Exhibit 1, along with other necessary and appropriate content.

5. Ballot Argument in Favor of Ballot Measure. Neither the resolution described in Paragraph 1, above, nor any other resolution shall (i) provide for the City Council to file a written ballot argument for or against the ballot measure or (ii) authorize any City Council member serving at any time between the date of this Agreement and the date of the election on the ballot measure to file a written argument for or against the ballot measure. No such City Council member shall sign a ballot argument or rebuttal argument using that Member's title as a City Council Member for identification purposes in the signature block. Other than as provided in this paragraph, nothing in this Agreement limits the right of any City Council Member personally to campaign for or against the Ballot measure as permitted by law.

6. Design of Electoral District Map. The electoral district map required to be included as part of the ballot measure shall be designed in accordance with applicable federal and State law, including, without limitation, the Voting Rights Act of 1965, as amended, 42 U.S.C. §§ 1973, *et seq.* , and the criteria set forth in Elections Code section 21601. The process for the design of the electoral district map will comply with California Elections Code section 10010 (AB 1440). The City will maintain information on its website for the

districting process where notices, agendas, proposed maps, among other items, will be posted.

7. Informational Material Concerning Ballot Measure. As permitted by law, the City will provide written educational information to the public about the ballot measure and electoral district map. The provision of such information shall commence after June 1, 2016. At a minimum, such information shall be prominently posted on the City's webpage and in a mailing to City residents. The information shall, among other content, describe in detail the proposed change from at-large to by-district elections and the proposed electoral district map. As soon as the ballot measure is assigned a letter on the ballot, the webpage shall advise the public about the letter designation of the ballot measure and urge the voters to vote on the ballot measure.

8. Multilingual Notices and Agenda. Official required notices and agendas (but not agenda material) and the informational material described in Paragraph 7 will be translated into all languages required under the federal Voting Rights Act.

9. Request for Consolidation of General Municipal Election with the Statewide Election in November of Even-numbered years. The parties will jointly request defendant Los Angeles County to consolidate the City's general municipal election with the statewide election in November of even-numbered years. The parties will reasonably cooperate in making such a request to the County including, if required, placing on the City Council meeting agenda for consideration and action, an ordinance in accordance with California Elections Code section 1301(b). The City will not be required to file a lawsuit against Los Angeles County, but shall not oppose any request by Plaintiffs for relief with regard to the request for consolidation in any action or motion brought against Los Angeles County by Plaintiffs seeking such relief, and shall provide disclosable public information and documents requested by Plaintiffs for their prosecution of such action or motion

10. Date of By-District Elections for City Council Members.

a) If defendant Los Angeles County approves the consolidation of the City's general municipal election with the statewide election in November of even-numbered years, and the ballot measure passes, then the first by-district elections for City Council member will occur in November 2018.

b) If defendant Los Angeles County does not approve the consolidation of the City's general municipal election with the statewide election in November of

even-numbered years, and the ballot measure passes, then the first by-district elections for City Council member will occur in March 2019.

c) If defendant Los Angeles County approves the consolidation of the City's general municipal election with the statewide election in November of even-numbered years, and the ballot measure does not pass, then the next elections for City Council member will occur in November 2018.

d) If Los Angeles County approves the consolidation but does not permit the consolidation to be implemented in time for the November 2018 election, then the first consolidated elections shall be held in November of the first even-numbered year for which the County approves the implementation of consolidated elections.

11. Expenses and Attorney's Fees. On or before January 31, 2015, the City will pay \$275,000.00 (two hundred seventy-five thousand) to Plaintiffs' attorneys in full settlement and discharge of any claim they may have for payment of attorneys' fees, expenses and costs by the City arising out of the CVRA Lawsuit. The draft will be made payable to Goldstein, Borgen, Dardarian & Ho, which shall be responsible for distribution of amounts due to Plaintiffs' three law firms as determined by Plaintiffs and their counsel.

12. Litigation Standstill. Upon execution of this Agreement all litigation activities relating to the CVRA Lawsuit between the parties to this Agreement other than those necessary to effectuate this Agreement or ordered by the Court, will be suspended. Within fifteen (15) days after all Parties' execution of this Agreement, the Parties will execute and the City will file a joint stipulation advising the Court of this settlement and requesting a stay of the litigation in accordance with its terms. In the event that the City does not adopt a resolution placing a measure on the ballot allowing the City's voters to decide whether to adopt a by-district election system, as specified in paragraph 1 of this Agreement, or fails to place the measure on the November 2016 ballot or misses the deadline to do so, then this Agreement is of no further force or effect. Thereafter, the parties will retain all rights and remedies that they had as of the date of the execution of this Agreement. Plaintiffs may then request that the Court dissolve the stay of litigation, and the City shall not oppose that request.

13. No New LawsUIT. No Plaintiff, nor the Plaintiffs jointly, will file, or assist in any way (for example, and without limitation by soliciting new potential plaintiffs, referring new potential plaintiffs to Plaintiffs' counsel herein, or providing pleadings, briefs, reports, discovery, investigations or any other document or matter prepared in connection with, or anticipation of the CVRA Lawsuit) any other person to investigate, analyze, prepare for or file, another

lawsuit against the City, alleging a violation of the California Voting Rights Act, Section 2 of the federal Voting Rights Act, or a voting rights violation under the Constitutions of the State of California or of the United States of America based on the facts alleged (or which could have been alleged) in the Complaint or in the First Amended Complaint in the CVRA Lawsuit through 2020.

14. Release of Claims. In return for the mutual promises and other consideration provided in this Agreement, Plaintiffs, for themselves and their past, present or future heirs, beneficiaries, executors, administrators, officers, directors, agents, partners, successors and assigns (“Releasers”), do hereby fully release, acquit, waive and forever discharge Defendant and its past, present or future council members, mayors, administrators, officers, employees, agents, successors and assigns (“Releasees”), from any and all claims, actions, causes of action, factual allegations, demands (including without limitation demands for equitable and injunctive relief), debts, damages, costs, expenses including expert fees, losses, or attorney’s fees of whatever nature involving the City’s electoral system, whether or not known, suspected or claimed arising out of, based on, or in any way related to (i) the facts alleged (or facts that could have been alleged) in the Complaint and the First Amended Complaint, or (ii) the “at-large” electoral system of Defendant City, including, but not limited to Claims based upon the Constitution of the United States of America, the Constitution of the State of California, the CVRA, Section 2 of the federal Voting Rights Act, California Elections Code § 14030, or California Code of Civil Procedure § 1021.5 (“Claims”), which Claims the Releasers have or may have against the Releasees, except for rights to enforce this Agreement. In this Paragraph, the conjunctive includes the disjunctive.

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

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Notwithstanding these provisions of Section 1542, Plaintiffs and Defendant expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all Claims as described in Paragraph 14 based on the facts alleged (or that could have been alleged) in the Complaint or in the First Amended Complaint, which they do not know or suspect to exist in their favor at

the time of execution hereof and that the settlement reflected in this Agreement contemplates the extinguishment of all such Claims, except for attorney's fees and costs referenced in Paragraphs 11, above and except for rights to enforce this Agreement.

16. Non-admission of Liability. This Agreement pertains to disputed Claims under a statute, the CVRA, and is not intended to be, and shall not be construed as an admission by any Party of any violation of any statute or law or constitution, or any other improper or wrongful conduct. Defendant is entering into this Settlement Agreement to avoid the cost and expense of litigation, and to permit the voters of the City to decide whether to establish "by-district" elections for City Council members.

17. Interpretation. The interpretation of this Agreement shall be governed by the laws of the State of California and any applicable laws of the United States. This Agreement shall be construed as though jointly prepared by the Parties and any uncertainty or ambiguity shall not be construed against any one Party.

18. Admissibility of this Agreement. This Agreement constitutes a compromise of disputed claims and shall not be treated as an admission of liability by the City or any of the Releasees at any time or for any reason. This Agreement shall not be admissible in any legal or administrative proceeding, including proceedings between the City and the Plaintiffs or proceedings involving the City and any other party. Notwithstanding the generality of the foregoing, the Parties agree that once it is signed by the Parties, this Agreement shall be fully binding and admissible in any judicial or administrative proceeding: (a) to enforce the terms of this Agreement pursuant to California Code of Civil Procedure § 664.6 or otherwise; and (b) for breach of this Agreement's provisions.

19. After Execution of Agreement, Each Party to Bear Own Attorney's Fees, Costs and Expenses. After execution of this Agreement, and subject to compliance with the provisions of Paragraph 11 of this Agreement, each Party will bear its/her/his/their own costs, expenses and attorneys' fees of whatever nature or cause, including, without limitation, associated with the ballot arguments, the November 2016 election, or participating in the process of establishing the electoral districts, except as provided in Paragraph 20.

20. Enforcement of Agreement. In the event that any action in law or equity is initiated by any party to enforce the provisions of this Agreement, to obtain a declaration of rights and obligations in conjunction therewith, or otherwise arising out of this Agreement, the prevailing party in such action as

that term is defined in Code of Civil Procedure section 1032 shall be entitled to recovery of reasonable attorneys' fees and costs, including any costs incurred to retain expert witnesses in connection therewith.

21. Execution in Counterparts. This Agreement may be executed in counterparts, and facsimile or scanned signatures will have the same force and effect as the original.

22. Entire Agreement. The Parties acknowledge that no representations, inducements, promises or agreements, oral or otherwise, have been made by any Party or anyone acting on behalf of a Party which are not embodied herein, and that no other agreement, representation, inducement or promise not contained in this Agreement shall be valid or binding. Any modification, waiver or amendment of this Agreement will be effective only if it is in writing and signed by the Party to be charged.

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

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24. Severability. If any term of this Agreement is declared invalid for any reason, that determination shall not affect the validity of the remainder of the Agreement. The remaining parts of this Agreement shall remain in effect as if the Agreement had been executed without the invalid term.

Dated: _____

Luis Melliz

Dated: _____

Bertha Valenzuela

Dated: 17 January 2015

Gloria Willingham-Toure
Gloria Willingham-Toure

Approved as to Form:
Goldstein, Borgen, Dardarian & Ho

By: Morris J. Baller
Attorneys for Plaintiffs

Dated: _____

City of Bellflower

By: _____
Jeffrey L. Stewart,
City Manager

Approved as to Form:
Nielsen Merksamer Parrinello Gross & Leoni, LLP

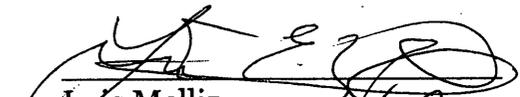
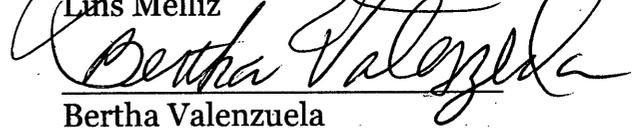
By: Marguerite Mary Leoni
Attorneys for Defendant

24. Severability. If any term of this Agreement is declared invalid for any reason, that determination shall not affect the validity of the remainder of the Agreement. The remaining parts of this Agreement shall remain in effect as if the Agreement had been executed without the invalid term.

Dated: 01/08/2015

Dated: 1/8/15

Dated: _____


Luis Melliz

Bertha Valenzuela

Gloria Willingham-Toure

Approved as to Form:
Goldstein, Borgen, Dardarian & Ho

By: Morris J. Baller
Attorneys for Plaintiffs

Dated: _____

City of Bellflower

By: _____
Jeffrey L. Stewart,
City Manager

Approved as to Form:
Nielsen Merksamer Parrinello Gross & Leoni, LLP

By: Marguerite Mary Leoni
Attorneys for Defendant

24. Severability. If any term of this Agreement is declared invalid for any reason, that determination shall not affect the validity of the remainder of the Agreement. The remaining parts of this Agreement shall remain in effect as if the Agreement had been executed without the invalid term.

Dated: _____

Luis Melliz

Dated: _____

Bertha Valenzuela

Dated: 1 Jan. 2015

Gloria Willingham-Toure
Gloria Willingham-Toure

Approved as to Form:
Goldstein, Borgen, Dardarian & Ho

Morris J. Baller
By: Morris J. Baller
Attorneys for Plaintiffs

Dated: _____

City of Bellflower

By: _____
Jeffrey L. Stewart,
City Manager

Approved as to Form:
Nielsen Merksamer Parrinello Gross & Leoni, LLP

By: Marguerite Mary Leoni
Attorneys for Defendant

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Dated: _____

Luis Melliz

Dated: _____

Bertha Valenzuela

Dated: 1 Jan. 2015

Gloria Willingham-Toure
Gloria Willingham-Toure

Approved as to Form:
Goldstein, Borgen, Dardarian & Ho

By: Morris J. Baller
Attorneys for Plaintiffs

Dated: _____

City of Bellflower

By: _____
Jeffrey L. Stewart,
City Manager

Approved as to Form:
Nielsen Merksamer Parrinello Gross & Leoni, LLP

Marguerite Mary Leoni
By: Marguerite Mary Leoni
Attorneys for Defendant

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Dated: _____

Luis Melliz

Dated: _____

Bertha Valenzuela

Dated: 1 Jan. 2015

Gloria Willingham-Toure
Gloria Willingham Toure

Approved as to Form:
Goldstein, Borgen, Dardarian & Ho

By: Morris J. Baller
Attorneys for Plaintiffs

Dated: 1/21/15

City of Bellflower

By: _____
Jeffrey L. Stewart,
City Manager

Approved as to Form:
Nielsen Merksamer Parrinello Gross & Leoni, LLP

Marguerite Mary Leoni
By: Marguerite Mary Leoni
Attorneys for Defendant

- 1) THE CITY OF BELLFLOWER CURRENTLY ELECTS ITS FIVE CITY COUNCIL MEMBERS USING AN AT-LARGE ELECTION SYSTEM.
- 2) THE SYSTEM FOR ELECTING CITY COUNCIL MEMBERS CAN BE CHANGED BY THE VOTERS AT AN ELECTION CALLED FOR THAT PURPOSE. THIS MEASURE IS SUBMITTED TO DETERMINE WHETHER THE VOTERS OF BELLFLOWER WANT TO CHANGE THE METHOD FOR THE ELECTION OF CITY COUNCIL MEMBERS FROM AT-LARGE TO BY-DISTRICT.
- 3) IN THE AT-LARGE ELECTION SYSTEM, CANDIDATES MAY RESIDE IN ANY PART OF THE CITY AND EACH CITY COUNCIL MEMBER IS ELECTED BY THE VOTERS OF THE ENTIRE CITY.
- 4) ONE ALTERNATIVE METHOD OF ELECTING CITY COUNCIL MEMBERS IS TO ELECT COUNCIL MEMBERS WITHIN GEOGRAPHICALLY DEFINED DISTRICTS WITHIN THE CITY ("BY-DISTRICT SYSTEM"). IN A BY-DISTRICT SYSTEM, A CANDIDATE FOR CITY COUNCIL MUST RESIDE IN THE DISTRICT WHICH HE OR SHE WISHES TO REPRESENT, AND ONLY THE RESIDENTS OF THAT DISTRICT ARE ENTITLED TO VOTE TO DECIDE WHO THEIR REPRESENTATIVE WILL BE.
- 5) IN AN AT-LARGE SYSTEM, BECAUSE CANDIDATES ARE ELECTED BY ALL THE VOTERS IN THE CITY, THEY MUST CAMPAIGN FOR VOTES THROUGHOUT THE ENTIRE CITY. ADVOCATES OF THE BY-DISTRICT SYSTEM POINT OUT THAT SINCE THE CANDIDATES IN A BY-DISTRICT SYSTEM CAMPAIGN FOR ELECTION ONLY IN THE PARTICULAR DISTRICT WHERE THE CANDIDATES RESIDE, THE COST OF CAMPAIGNING MAY BE LOWER THAN CAMPAIGNING THROUGHOUT THE ENTIRE CITY.
- 6) ADVOCATES OF THE AT-LARGE SYSTEM POINT OUT THAT SUCCESSFUL CANDIDATES TO THE CITY COUNCIL ARE ACCOUNTABLE THROUGH THE ELECTORAL PROCESS TO VOTERS THROUGHOUT THE CITY, NOT ONLY THE VOTERS IN A PARTICULAR DISTRICT OR GEOGRAPHIC AREA OF THE CITY.
- 7) ADVOCATES OF THE BY-DISTRICT SYSTEM POINT OUT THAT SUCCESSFUL CANDIDATES FOR ELECTION TO THE CITY COUNCIL ARE ACCOUNTABLE THROUGH THE ELECTORAL PROCESS TO THE VOTERS IN THEIR DISTRICTS, AND NOT TO THE VOTERS THROUGHOUT THE ENTIRE CITY. THUS, A DISTRICT'S COUNCIL MEMBER MAY BE MORE RESPONSIVE TO THE PARTICULAR CONSTITUENT NEEDS IN THE DISTRICT.
- 8) THE CITY COUNCIL BELIEVES THAT THE VOTERS OF BELLFLOWER SHOULD HAVE THE OPPORTUNITY TO DECIDE HOW THEY WISH TO ELECT THE CITY COUNCIL MEMBERS AND WHETHER TO CHANGE THE METHOD OF ELECTION OF THE CITY COUNCIL MEMBERS FROM AN AT-LARGE TO A BY-DISTRICT SYSTEM.

EXHIBIT 1

The City of Bellflower

Families. Businesses. Futures.

16600 Civic Center Drive, Bellflower, CA 90706

Tel 562.804.1424 Fax 562.925.8660 www.bellflower.org



February 11, 2016

Sent via U.S. Mail and
Email: AOlvera@rrcc.lacounty.gov
ANevarez@rrcc.lacounty.gov

Mr. Dean C. Logan
Registrar-Recorder/County Clerk
L. A. County Registrar-Recorder/County Clerk
12400 East Imperial Highway
Norwalk, CA 90650

Attention: Alex Olvera, Division Manager, Election Information and Preparation

Dear Mr. Logan:

This letter is to inform you that a Settlement Agreement regarding *Melliz, et al., v. City of Bellflower, et al.* was approved by the City Council on January 15, 2015. Part of the Settlement Agreement is for the City to request permanent consolidation of its General Municipal Elections with the County's Statewide Election in November of even-numbered years. In accordance with this Settlement Agreement, and pursuant to a conversation with Election Information and Preparation Division Manager Alex Olvera and Executive Assistant Aaron Navarez regarding the process for such requests, I am formally requesting for your office to conduct a preliminary analysis to determine whether a request for permanent consolidation can be accommodated. I have enclosed a copy of the Settlement Agreement for your information and have also sent a letter informing the Board of Supervisors of our preliminary request.

If you have any questions or need additional information, please do not hesitate to contact me at Bellflower City Hall, telephone no. (562) 804-1424, extension 2222, or via e-mail at mochiqui@bellflower.org.

Thank you in advance for your help and consideration.

Sincerely,

Mayra Ochiqi, CMC
City Clerk

Enclosures (2)

Doc 334420

> Scott A. Larsen
Mayor

Dan Koops
Mayor Pro Tem

Ray Dunton
Council Member

Sonny R. Santa Ines
Council Member

Ron Schnablegger
Council Member

Mayra Ochiqui - RE: City of Bellflower - Request for Preliminary Analysis

From: Alex Olvera <AOlvera@rrcc.lacounty.gov>
To: Mayra Ochiqui <mochiqui@bellflower.org>
Date: 3/25/2016 1:10 PM
Subject: RE: City of Bellflower - Request for Preliminary Analysis
CC: Aaron Nevarez <ANevarez@rrcc.lacounty.gov>

Hi Mayra,

I've completed the consolidation analysis for your city. The data indicates that your city will more than likely not exceed ballot capacity in potential future general municipal elections that would be consolidated with LA County's November General Election even year cycles.

Let me know if you have any questions. Thanks for your patience and Happy Easter!

Alex Olvera, Division Manager
Election Information and Preparation
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