

CONSULTANT AGREEMENT FOR REDISTRICTING SERVICES **ECTOR COUNTY JURISDICTIONS**

This agreement is made and entered into by and between Ector County, Ector County Hospital District, Ector County Independent School District, City of Odessa, and Odessa Junior College District, all of Ector County, Texas, and hereinafter referred to as 'JURISDICTIONS', and Johnston & Associates, having the principal place of business in Tow, Texas, hereinafter referred to as 'CONSULTANT'.

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which Consultant shall provide redistricting services for the JURISDICTIONS.

II. DESCRIPTION OF SERVICES

CONSULTANT'S services hereunder shall include the following:

TASK 1 INFORMATION NEEDS: JURISDICTIONS will provide information necessary for the project to CONSULTANT.

TASK 2 DATA AND MAP SYSTEM: CONSULTANT will develop a demographic database and electronic base maps for JURISDICTIONS geography using the 2010 Census PL94-171 2010 data file. The census data should be available in March 2011. CONSULTANT uses Arc View GIS (geographic information system) software to interface JURISDICTIONS' geography with the population information. Data will include information for total and voting age population by ethnicity and by census block. Calculations will be performed to determine the ethnic concentrations in each of the census blocks and presented on a map.

TASK 3 CURRENT DEVIATION: The census data will be compiled into the current single-member district (SMD) configurations and report the total and voting age population by ethnicity. Then the deviation from the least populated to the most populated SMD will be calculated to determine the need for redistricting. The findings will be transmitted to JURISDICTIONS and their attorney.

TASK 4 REDISTRICTING PLANS: Using redistricting guidelines, Consultant will prepare a draft redistricting plan(s) with supporting demographic data and present to JURISDICTIONS and their attorney. Discussion will follow and CONSULTANT will gather input and evaluate requested changes. Changes will be made that are consistent with redistricting guidelines and a plan will be finalized. CONSULTANT will attend four meeting with JURISDICTIONS.

- Ector County: Voting/election precincts will be evaluated and adjusted to comply with the Election Code as well as to accommodate single-member district boundaries for redistricting other JURISDICTIONS. The four commissioner precincts will be redistricted to equalize the population and to follow redistricting guidelines.
- Ector County I.S.D., Ector County Hospital District, and Odessa College District: Each of these jurisdictions contains seven single-member districts with Odessa College also having two mega districts. The current single-member district plans will be redistricted to equalize the population, to follow redistricting guidelines, and to maintain congruence with county election precinct boundaries.
- City of Odessa: The five city council single-member districts will be redistricted to equalize the population, to follow redistricting guidelines, and to maintain congruence with county election precinct boundaries.

TASK 5 PRECLEARANCE FOR DEPARTMENT OF JUSTICE: All redistricting plans and supporting documentation will need to be submitted to the Department of Justice for review and preclearance. CONSULTANT will prepare the itemized information to be submitted by JURISDICTIONS' attorney.

- The total and voting age population of single-member districts, before and after the changes, by race and language group;
- Maps of prior and new boundaries, showing the location of racial and language minority groups; and
- An estimate of registered voters by single-member districts, before and after the changes, by race and language group.

TASK 6 FOLLOW-UP SUPPORT: Following receipt of the preclearance letter from DOJ, CONSULTANT will work with JURISDICTIONS and Ector County Elections Administration to develop maps of adopted single-member districts. CONSULTANT will provide follow-up support in response to JURISDICTIONS' needs.

III. SCHEDULE

CONSULTANT is available to begin work after the release of the 2010 Census PL-94-171 data and receipt of the data needs from JURISDICTIONS. The first implementation of redistricting will be in the March 2012 primaries with the new county voting precincts and redistricted county commissioner precincts 1 and 3. With this target date, the following general timeline is suggested:

- Spring 2011: Prepare data and calculate deviations (Tasks 1-3).
- Fall 2011: Draft and evaluate redistricting plans (Tasks 4).
- Nov/Dec 2011: Adopt redistricting plans and submit to Department of Justice (Tasks 4-5).
- Spring 2012: Receive preclearance and develop maps for election administration. Provide follow-up support (Task 6).

IV. SUMMARY OF QUALIFICATIONS

The primary personnel involved in this project will be Leslie Johnston and Valerie Warwick. Ms. Johnston is a community and regional planner with expertise in demographics and planning analysis. Ms. Johnston is providing the management and demographic services for this project. Ms. Warwick is an applications programmer and database developer who manages the data conversion and GIS software programming.

V. COST ESTIMATE

In consideration of the services to be performed by Consultant and as described under the terms of this agreement, JURISDICTIONS shall pay CONSULTANT a total fee for services performed, not to exceed forty one thousand two hundred dollars (\$41,200.00), unless other conditions necessitate additional services, which must be authorized in advance by the applicable Jurisdiction. CONSULTANT will invoice at the rate of \$175.00 per hour for Leslie Johnston and \$125.00 per hour for Valerie Warwick. In addition, Consultant is to be reimbursed for expenses reasonably incurred while providing these services. Such expenses may include, but are not limited to travel, postage, reproduction, and long distance telephone. Consultant shall be paid a retainer of one thousand dollars (\$1,000.00) by each Jurisdiction. Statement for services rendered will be submitted on a monthly basis less ten percent (10%) of professional services for the period of the statement to offset the retainer.

The fee for services and expenses will be shared evenly among the five cooperating JURISDICTIONS unless the fee or expense is incurred directly by one Jurisdiction. Payment shall be made by JURISDICTIONS within thirty (30) days of receipt of the statement.

VI. CONFIDENTIALITY OF INFORMATION

CONSULTANT acknowledges that, in providing services under this agreement, it will be entrusted with confidential information by JURISDICTIONS and agrees not to disclose any such information without JURISDICTIONS' permission, except to the extent that disclosure is reasonably necessary to provide services requested by JURISDICTIONS. Information which was known to CONSULTANT prior to entering into this agreement or which is available from public sources shall not be considered confidential. Any inquiries from the Press will be referred back to the JURISDICTIONS.

VII. CONCLUSION

The terms and conditions of this agreement shall be valid until June 2012. If you concur with the terms of this agreement, please execute both copies and return a fully executed copy to me.

Very Sincerely,

Leslie M. Johnston
Principal, Johnston & Associates

ECTOR COUNTY:

County Judge

Date:_____

ECTOR COUNTY HOSPITAL DISTRICT:

Chief Executive Officer

Date:_____

ECTOR COUNTY I.S.D.:

Superintendent

Date:_____

CITY OF ODESSA:

City Manager

Date:_____

ODESSA COLLEGE DISTRICT:

President

Date:_____