

ROLANDO L. RIOS AND ASSOCIATES, PLLC

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REDISTRICTING LEGAL SERVICES RETAINER AGREEMENT

This agreement is to confirm the terms of the negotiations between Rolando L. Rios & Associates, PLLC (the Firm) and **Hidalgo County** (the Jurisdiction) for the purpose of providing redistricting services.

A. SERVICES

1.) Early Estimate of Population Disparity and prepare pre-census analysis: Analysis of the existing single member districts of the commissioner's, justices of the peace and constable precincts to determine potential changes using latest demographic, census and voter registration updates. Prepare ratios of population to elected official where appropriate for analysis and decision making. This process will take place in **2009-2010**

2.) Redistricting Plans: Prepare redistricting plans using the latest population data for the commissioners' consideration and selection. This process will occur as the latest population data becomes available. **2010-2011**

3.) Federal and State Approval: Submit to the United States Department of Justice for approval the adopted plan in time for the planned elections. This process will take place in **2010-11**.

B. TASKS: Attachment A list tasks designed to accomplish services and is incorporated as part of this contract.

C. DATA: The Firm agrees to provide redistricting plans for the approval of the Jurisdiction using the 2010 United States Census Data. The Firm agrees to use electronic software that is compatible with software used by the Jurisdiction. Upon approval of a redistricting plans by the Jurisdiction, the Firm agrees to submit and obtain approval by the United States Department of Justices as required by Section 5 of the Federal Voting Rights Act, 42 USC 1973c.

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D. FEE STRUCTURE

1.) With a population of approximately **752,909** (latest average estimate) the Jurisdiction agrees to pay **\$ 225,000.00** as total fee for redistricting services plus costs not to exceed **\$15,000.00**. Said project is to use the latest census data available. The fee will be paid as described follows:

- a.) Payments of \$9,000 for the first 22 Tasks with deliverables as described in **Attachment A** and two final payments of \$13,500 each upon completion of **Task 23 and 24**.
- b.) Seven of the Tasks are to be completed in 2009 as proposed in **Attachment B**;
- c.) Four of the Tasks are to be completed in 2010 as proposed in **Attachment B**;
- d.) The remaining thirteen Tasks are to be completed in 2011 as proposed in **Attachment B**; however, Tasks described for completion in late 2010 or early 2011 may be modified depending upon availability of the census block data and agreed to by the parties.
- c.) Cost and expenses will be billed as incurred with each Task and will include costs for the following activities and as further described in **Attachment C**:
 - a. Printing Maps – color or black and white.
 - b. Travel expenses for meetings with clients and staff.
 - c. Costs associated with conducting public hearings as recommended by clients.
 - d. Copying, document preparation, faxes and scanning.
 - e. Postage and fed express.
 - f. Costs associated with purchasing data sets from US Census Bureau.

E. SCOPE OF ATTORNEY-CLIENT RELATIONSHIP: This Retainer Agreement establishes a limited attorney-client relationship only between the Firm and the Jurisdiction. The relationship exists only as to the services described above. The Retainer Agreement does not impose any duty upon the Firm to provide advice or work to the Jurisdiction regarding legal matters absent a request for such advice or work from the Jurisdiction regarding legal matters. If a lawsuit or other adversarial matter is brought against the Jurisdiction and/or any elected official or employee of the Jurisdiction, the Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter. Fees for any engagement for

services described herein will be fixed at \$195 per hour for attorney time and \$85 per hour for paralegal fees.

Executed this _____ day of _____, 2009.

ROLANDO L. RIOS & ASSOCIATES, PLLC

HIDALGO COUNTY

by: _____
Rolando L. Rios
Title: Owner

by: _____
Title: County Official

Approved as to Form:

by: _____
Atlas & Hall L.L.P.

Attested:

by: _____
Arturo Guajardo Jr., County Clerk

ATTACHMENT A

TASKS

1. Download and update ESRI shape files for existing Hidalgo County voting precincts and compare to state files and make appropriate adjustments;
2. Monitor census timeline and county compliance; meet with US Census officials on procedures directed at minimizing the undercount.
3. Download and analyze voter registration and turn out for general elections from 2000 to present.
4. Download existing single commissioner districts and provide analysis of population with demographics.
5. Provide a pre-census analysis of existing commissioner precincts, justice of the peace precincts, constable precincts and voting precincts. Provide scenarios of population to elected official ratios as compared to other comparable jurisdictions; provide analysis of projected growth for the jurisdiction and the respective districts.
6. Analysis of voter registration using 2002, 2004, 2006, 2008 data for each precinct and single member district; update using Nov. 2008-09 data.
7. Analysis of voter turn out using 2002, 2004, 2006, 2008 data for each precinct and single member district; update after Nov. 2008-09 data
8. Identify communities of interest / local interest groups with narrative description and geo-coding.
9. Analysis of existing redistricting and census undercount law.
10. Interview incumbents and document priorities of respective precincts and identify communities of interest.
11. Obtain input from incumbents on potential changes to respective commissioner precincts
12. Analysis of existing districts using 2010 census data and requirements of the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.
13. Conduct public hearings on redistricting plans as scheduled by clients.

14. Analysis of proposed districts using 2010 census data and requirements of the relevant Texas State Law and the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.
15. Coordinate the redistricting process with local redistricting committee should the county decide to establish such a committee.
16. Analysis of plans being considered to ensure they comply with Section 2 and Section 5 of the Federal Voting Rights Act, 42 U.S.C. 1973.
17. Present plans of County Commissioner Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.
18. Present plans of Justice of the Precinct Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.
19. Present plans of Constable Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.
20. Present plans of Election Administrations' Voting Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.
21. Prepare and submit adopted plans to the Department of Justice for Section 5 pre-clearance.
22. File approved plan with appropriated Texas State Agencies.
23. Make appropriate adjustment that may be necessary as part of the post redistricting process and election analysis to insure that the elections are voter friendly.
24. Should litigation ensue on any of the redistricting plans, the Rios Firm has extensive in both federal and state litigation and will be available by separate contract to represent Hidalgo County.

ATTACHMENT B

SCHEDULE OF WORK PRODUCT DELIVERABLES:

- August 30, 2009:** delivery of work product for Task 1 through 5.
- November 30, 2009:** delivery of work product for Task 6 through 7
- March 15, 2010:** delivery of work product for Task 8
- September 15, 2010:** delivery of work product for Task 9 through 11
- Feb 15, 2011:** delivery of work product for Task 12
- April 15, 2011:** delivery of work product for Tasks 13 through 15
- June 15, 2011:** delivery of work product for Tasks 16 through 20
- Sept 15, 2011:** delivery of work product for Tasks 21 through 24.

(All tasks and schedule are planned to insure that Hidalgo County can obtain approval from the Department of Justice and comply with Sec.2 and Sec. 5 of the Federal Voting Rights Act in order to conduct their election schedule without interruption)

ATTACHMENT C

SCHEDULE OF COSTS:

- g. Printing Maps – color or black and white.
 - i. Color – Letter or legal size .95
 - ii. Color – Ledger 2.30
 - iii. Black and white – letter or legal size .10
 - iv. Color wall size 15.00

- h. Travel expenses for meetings with clients and staff.
 - i. Travel .58 per mile or cost of most economical airline tickets
 - ii. Air Travel most economical travel
 - iii. Hotel not to exceed \$100 per day
 - iv. Meals not to exceed \$39 per day

- i. Costs associated with conducting public hearings as recommended by clients.
 - i. Travel (see para h above)
 - ii. Document preparation (see para j below)
 - iii. Rental of hearing rooms and audio equipment (as billed)

- j. Copying, document preparation, faxes and scanning.
 - i. Copies .10
 - ii. Tabs, Alpha or Numeric .25
 - iii. Binding
 - 1. 1 inch \$3.25
 - 2. 2 inch \$5.25
 - 3. 3 inch \$8.25

- k. Postage and express mail.
 - i. US Mail as billed
 - ii. Express Mail as billed

- l. Costs associated with purchasing data sets from US Census Bureau.
 - i. As billed by the United States Census Bureau

(All expenses will be provided with a receipt associated with each expense.)