

**Contract
Reapportionment Mapping Services**

THIS AGREEMENT is made and entered into by and between the CITY OF NEWBERG ("NEWBERG") and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS ("COG"), a voluntary intergovernmental association created by Charter and Agreement pursuant to ORS Chapter 190.

IN CONSIDERATION of the mutual premises and stipulations set out below, NEWBERG and COG do hereby agree as follows:

A. COG Responsibilities

1. COG shall assist NEWBERG in reapportioning its zones to reflect the data available from the 2000 Census as described in the attached letter dated August 7, 2001.

B. NEWBERG Responsibilities

NEWBERG shall:

1. Provide COG map(s) showing NEWBERG's external boundaries and the boundaries of the existing wards.
2. Provide COG with the address and a map showing the location of each elected official's residence.
3. Provide COG with a list of prioritized criteria which should be used in preparing draft reapportionment plans.
4. Designate a key contact person through which all work will be coordinated.
5. Pay COG for the Basic Work Effort as described in the attached August 7, 2001 letter plus any of the optional work elements requested. Payments will be made within 30 days of receipt of invoice.

C. Termination and Amendment

The parties hereto do further mutually understand and agree that:

1. This Agreement shall be terminated on December 1, 2001, unless otherwise agreed to by COG and NEWBERG by amendment to this Agreement.
2. This Agreement may be modified only by written agreement executed between the parties.

3. Should this Agreement expire or terminate prior to completion of the work described in Paragraph A, NEWBERG shall pay COG a pro rata sum representing the percentage of the overall work effort completed by COG.

D. Independent Contract

NEWBERG has engaged COG as an independent contractor for the accomplishment of a particular task. Neither party, nor the officers and employees of either party, shall be deemed the agents or employees of the other party for any purpose.

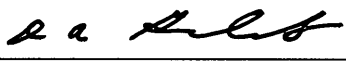
E. Limited Warranty

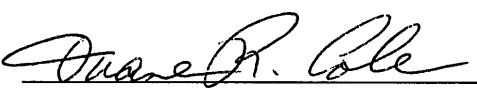
1. COG warrants only that its initial recommendation will satisfy the prioritized criteria provided pursuant to Section B.3. above. This warranty is in lieu of all other warrants expressed or implied.
2. COG will rely exclusively on the accuracy and completeness of data furnished by NEWBERG under paragraphs B.1. through B.3., and shall not be responsible for any errors caused, in whole or in part, by any defect in that information or COG's acceptance thereof.
3. NEWBERG agrees to seek and rely exclusively on the advice of its own legal counsel as the legal sufficiency of the reapportionment plans as revised by its City Council. The parties expressly recognize that the review process involves political and legal judgments entirely within the control and authority of NEWBERG. COG's only obligation is to provide advice from the perspective of data analysis and not legal or political counsel.
4. In no event shall COG be liable for indirect or consequential damages of any nature. In no event, regardless of theory of recovery, shall COG be liable for any damages in excess of the amounts actually paid by NEWBERG to COG under Paragraph B. hereof.

IN WITNESS WHEREOF, COG and NEWBERG have, by approval of their respective governing bodies, caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

**MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS**

CITY OF NEWBERG

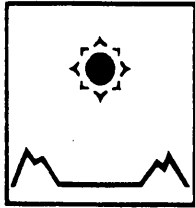
By: 
Executive Director

By: 

Title: City Manager

Date: 8/7/01

Date: Oct 16, 2001



Mid-Willamette Valley Council of Governments

105 HIGH STREET S.E.
SALEM, OREGON 97301-3667

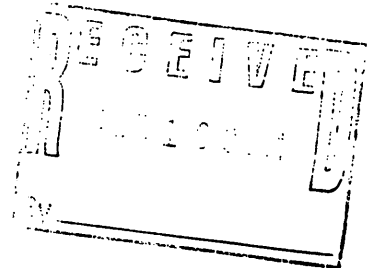
Telephone (503) 588-6177
FAX (503) 588-6094
E-Mail mwwcog@open.org

VICE CHAIR:
JON "RANDY" BROWN
MARION COUNTY FIRE DISTRICT #1

CHAIR:
MAYOR STEVE LITTRELL
CITY OF TURNER

EXECUTIVE DIRECTOR:
DAVID A. GALATI

August 7, 2001



Duane Cole
City Manager
P. O. Box 970
Newberg, Oregon 97132

Re: Ward Boundaries

Dear Mr. Cole:

The Council of Governments is willing and able to assist the City of Newberg in updating its ward boundaries utilizing 2000 Census data and city council approved criteria. This draft plan would be submitted to the city council for review. Information regarding population numbers and racial and ethnic characteristics of proposed wards would be prepared.

In order to provide flexibility to the Council in the process used to determine new ward boundaries, the following scope of work is presented in two parts: the "basic" work plan common to any effort, and the "optional" work elements that the Council may use to define the Council's interaction with the work effort.

Basic Work Effort

This includes preparation of one draft reapportionment plan, preparation of maps and data describing that plan, access to software and data, preparation of a staff report, and attendance at one City Council meeting. The estimated cost of the basic work effort is \$3,850.

Optional Work Elements

Additional alternative reapportionment plans: \$500 each

The Council may wish additional alternatives to choose between at its initial review or an additional plan prepared in response to Council's review of the draft plan. Each alternative would include a map and explanation of differences with the basic reapportionment plan.

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Additional Meetings or Council Work Sessions: \$600

A standard Council work session, with a presentation by COG staff with discussion by the Council.

Informal Open House: \$1,100

Advances in technology allow for the provision of an opportunity for council members and the public to have "hands on" access to the reapportionment data. An informal open house would provide an afternoon in which computer operators would be available to answer questions about the draft reapportionment plan(s). The open house format would allow councilors to test ideas and answer questions prior to a formal meeting, thus allowing a more informed discussion.

Schedule

It is anticipated that this work would take place during August, September, and October. A specific schedule would be developed that corresponds to the City Council's needs.

Criteria Used in Reapportionment

It is proposed that the following criteria (contained in ORS 188.010 and used for statewide reapportionment) form the basis for reapportioning the ward boundaries:

- (1) Each district, as nearly as practicable, shall
 - (a) Be contiguous;
 - (b) Be of equal population;
 - (c) Utilize existing geographic or political boundaries;
 - (d) Not divide communities of common interest; and
 - (e) Be connected by transportation links.
- (2) No district shall be drawn for the purpose of favoring any political party, incumbent legislator or other person.
- (3) No district shall be drawn for the purpose of diluting the voting strength of any language or ethnic minority group.
- (4) Retain each incumbent councilor's residence within the same ward number.

Previous experience has shown that all of these criteria cannot be met in all cases, thus the use of the phrase "as nearly as possible."

While COG has access to census data, suggestions as to the locations of specific "communities of common interest" (and why) would be accepted and considered.

The City Council should adopt these or some other appropriate criteria for use in the current reapportionment effort.

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Enclosed are two copies of the proposed agreement for reapportionment services. If they meet with your approval, please have them signed and return one copy to us. We look forward to working with you on this project. Please call if you have any questions or need any additional information.

Sincerely,

A handwritten signature in cursive script that reads "Lesley Hegewald".

Lesley Hegewald
Associate GIS Analyst/Data Specialist

LH:sq
Enclosures

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REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: October 15, 2001

Ordinance ____ Resolution XX Motion ____ Information ____
No. No. 2001-2313

Date Submitted: October 3, 2001

**SUBJECT: Authorize the City Manager to
Contract with COG to provide
reapportionment mapping services**

Contact Person (Preparer) for this
Resolution: **Duane Cole, City Manager**

Dept.: Administration

G:\Common\CC\Elections\RCA10152001.wpd

RECOMMENDATION: Adopt **Resolution No. 2001-2313** authorizing the City Manager to contract with the Mid-Willamette Valley Council of Governments to provide reapportionment mapping services for the City Council positions.

BACKGROUND:

1. The City Charter in 1996 was changed to provide for City Council members to live in specific Districts, but to be elected by all of the voters in the City. The thought was that representation on the Council should be from six areas in the City and not within just one area. This Charter amendment also decreased the number of Council members from eight to six.
2. The original Districts coincided with the voter Precincts in the City. With the 2000 Census, it is likely that growth in the City since 1990 will change the number of residents in each Precinct. This will serve to provide less voter representation in some Districts and more voter representation in other Districts. The concept of the Districts is to have approximately the same number of people in each District. It is likely that the six Precincts in the City will increase and since the number of Council Districts will remain the same at six, the Districts need to be redrawn.
3. The City Manager initially contacted Charles Stern, County Clerk, regarding re-drawing the Districts and presenting the results to the Council. Mr. Stern advised the Manager to consider using the COG since they have purchased a computer program that will re-draw and balance the City districts based on the 2000 Census data. Mr. Stern indicated a willingness to present the results of this effort to the Council. He also indicated that several other cities in the area were using the COG to provide this service.
4. The City Manager had a discussion with Lesley Hegewald, Associate GIS Specialist, at the COG and she was excited about working with Newberg on the re-drawing the districts. A contract is attached outlining the services to be provided. The services include: preparation of one draft reapportionment plan, preparation of maps and data describing that plan, access to software and data, preparation of a staff report, and attendance at one Council meeting.

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5. It will be important for the Council to identify criteria for the COG to use to re-draw the districts. ORS 188.010 provides some guidance on re-drawing districts and staff has added some language to specifically address Newberg's issues:

Each District shall to the greatest extent:

1. Be contiguous with other Districts
 2. Be of approximately equal population
 3. Utilize existing geographic or political boundaries
 4. Not divide communities of common interest
 5. Be connected by transportation links
 6. Shall not favor a particular political party, incumbent, or other person
 7. Shall not be drawn to limit the number of candidates based on language or ethnic minority status
 8. Retain each incumbent Councilor's residence within the same District, if reasonably possible.
6. Staff suggests that the COG develop a plan based on these guidelines, and others that the Mayor and Council may add at the meeting. The plan would then be presented to the Mayor and Council for approval or sent back to COG to make adjustments in the DRAFT plan.
7. The political nature of re-drawing boundaries places the City Manager and City Attorney in a difficult position since the new boundaries may be perceived to political rather than based on factual information. By employing the COG the Council removes the responsibility from the City staff.
8. The Council discussed proposing a Charter amendment to return the city to elections at large, but contact with the supporters of the original plan indicated that they would actively oppose this proposal. This means that the city should re-balance the districts.

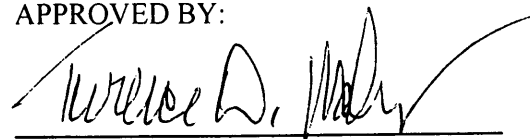
FISCAL IMPACT: The cost for the services identified is \$3,850 with each alternative plan an additional \$500. The value is in the software and the manipulation of the census data. Staff suggests that the Election Cost line item in the Council budget be used to pay for this service. There is \$10,000 in this line item.

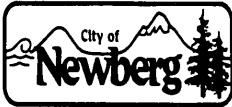
STRATEGIC ASSESSMENT: Balanced districts assures equal opportunity for residents to volunteer to serve on the City Council.

SUBMITTED BY:


Duane Cole, City Manager

APPROVED BY:


Terrence Mahr, City Attorney



RESOLUTION No. 2001-2313

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTRACT WITH THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS TO PROVIDE REAPPORTIONMENT MAPPING SERVICES FOR THE CITY COUNCIL POSITIONS.

RECITALS:

1. The City Charter in 1996 was changed to provide for City Council members to live in specific Districts, but to be elected by all of the voters in the City.
2. The original Districts coincided with the voter Precincts in the City. With the 2000 Census, it is likely that growth in the City since 1990 will change the number of residents in each Precinct.
3. The Mid-Willamette Valley Council of Governments has purchased a computer program that assists with re-drawing the districts and uses recent Census 2000 data. The services to be provided by the COG include: preparation of one draft reapportionment plan, preparation of maps and data describing that plan, access to software and data, preparation of a staff report, and attendance at one Council meeting.
4. The Council to has identified criteria for the COG to use to re-draw the districts.
5. The political nature of re-drawing boundaries places the City Manager and City Attorney in a difficult position since the new boundaries may be perceived to be political rather than based on factual information. By employing the COG the Council removes the responsibility from the City staff.

The City of Newberg resolves as follows:

1. The City Manager is authorized to sign a contract with the Mid-Willamette Valley Council of Governments to provide reapportionment mapping services for the City Council positions.
2. The City Council hereby identified the following criteria to be used to re-draw the District boundaries:

Each District shall to the extent possible:

- a. Be contiguous with other Districts;
- b. Be of approximately equal population;
- c. Utilize existing geographic or political boundaries;

- d. Not divide communities of common interest
- e. Be connected by transportation links;
- f. Shall not favor a particular political party, incumbent, or other person;
- g. Shall not be drawn to limit the number of candidates based on language or ethnic minority status;
- h. Retain each incumbent Councilor's residence within the same District, if reasonably possible.

ADOPTED by the City Council of the City of Newberg, Oregon, this ____ day of _____, 2001.

Duane R. Cole, City Recorder

ATTEST by the Mayor this ____ day of _____, 2001.

Charles Cox, Mayor

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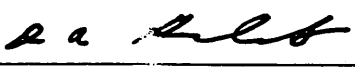
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**MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS**

CITY OF NEWBERG

By: 
Executive Director

By: _____

Title: _____

Date: 8/7/01

Date: _____

V1-1