

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered on this 27th day of October, 2017 by and between Lisa Handley d/b/a Frontier International Consulting (hereinafter the "Consultant"), an electoral system voting rights consultant with office located at 11821 Milbern Drive, Potomac, Maryland 20854, and the Village of Port Chester, New York, a municipal corporation with offices at 222 Grace Church Street, Port Chester, New York 10573, (hereinafter the "Village").

WHEREAS, the Village of Port Chester desires electoral consulting services which are determined to be professional services within the meaning of New York General Municipal Law, Section 104; and

WHEREAS, the Village engaged in a procurement process consistent with its Procurement Policy; and

WHEREAS, Consultant has represented that she possesses the requisite professional skills, background and experience sufficient to perform such services in a competent, complete and timely manner.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Scope of Services

The Consultant agrees to provide the services set forth in its proposal attached hereto as Exhibit A (the "Services") and to undertake such work according to the schedule set forth therein.

2. Term

The Consultant shall commence the Services to be performed upon receipt of a written "Notice to Proceed" from the Village and complete all phases of such services by March 31, 2018. Completion dates for each of the four individual phases can be found in Exhibit A.

3. Compensation

In consideration of satisfactory performance of the Services, the Village shall pay the Consultant \$ 19,200, plus travel expenses to attend any meetings as determined by representatives of the Village of Port Chester for a total sum not to exceed \$20,000.

4. Payment

The Consultant shall bill the Village at the completion of each of the four phases of the work as described in Exhibit A on the basis of the deliverable for that phase as described in Exhibit A, subject to review and approval by the Village. Each invoice must clearly

describe the services rendered in sufficient detail for review and audit. Reimbursable expenses must be itemized separately.

5. Independent Contractor

The Consultant's relationship to the Village is that of an independent contractor, and not as an agent, employee servant. In the ordinary course of business, the Consultant may perform services for other parties and is not precluded from doing so by this Agreement. The Consultant shall have the sole and exclusive right and responsibility to control and determine the method, manner and means to perform the Services as required in this Agreement. The Consultant shall be solely responsible for providing whatever labor and materials necessary to perform the Services.

6. Standard of Care

The Consultant shall perform the Services in a professional and workmanlike manner exercising such skill and judgment with that degree of reasonable care appropriate for similarly situated professionals.

7. Work Product

All materials prepared by or on behalf of the Consultant (including, but not limited to, drawings, specifications, reports, information, data or other work product) as part of the Services shall be the property of the Village and provided to it upon request.

8. Confidentiality

For purposes of this Agreement, "Confidential Information" shall mean any confidential, proprietary or like information of the Village that is disclosed and indicated as such to the Consultant. The Consultant shall hold all such Confidential Information in confidence and not to disclose same to any third party without the prior written consent of the Village. The Consultant shall use Confidential Information solely for the purpose of performing its obligations under this Agreement and shall disseminate same only to those personnel requiring access to same and to whom have been made aware of this section of the Agreement and agree to be bound thereby. In the event that the Consultant is required by subpoena, court order or other lawful authority to disclose any Confidential information, it shall immediately notify the Village.

9. Indemnification

The Consultant shall protect, defend, and indemnify and hold harmless the Village its officers and employees and agents from and against any claims, demands, suits, actions or proceedings damages or costs, to the fullest extent permitted by law, arising out of the

Consultant's (including any subcontractors) performance of the Services. The Consultant's indemnity obligations in this section are separate and apart from the insurance provisions of this Agreement, with the Consultant assuming the liability therefor whether or not there is insurance coverage over a particular matter.

10. Assignment/Subcontract

The Consultant shall not assign or transfer its interest in this Agreement without the prior written consent of the Village. Nor shall the Consultant subcontract any of the services without such approval. The Consultant shall not subcontract the Services without the prior written consent of the Village. Subcontracting shall not relieve the Consultant for its proper performance of the services.

11. Compliance with Law

The Consultant shall comply with all applicable laws and regulations in the performance of the services and also abide by the Village's Anti-Discrimination and Harassment Policy annexed hereto as Exhibit B.

12. Additional Services

If the Consultant believes that it has been directed to do perform a matter outside the scope of this Agreement, the Consultant shall promptly notify the Village in writing prior to beginning such matter to obtain the requisite authorization. In the event that the Village determines that such matter constitutes extra work, the Village shall pay additional compensation to the Consultant based on an hourly compensation rate of \$300.

13. Termination

A. For Convenience

The Village has the right to terminate this Agreement for convenience by 30 days' written notice to the Consultant. Upon receipt of such notice, the Consultant shall discontinue any further performance of the Services. In such event, the Village shall pay the Consultant for all Services satisfactorily completed to date.

B. Termination for Cause

The Village has the right to terminate this Agreement for breach if the Consultant fails to satisfactorily perform its obligations or if the Consultant shall fail to give the Village adequate assurance of same within ten days after written notice of default.

14. Dispute Resolution

Any dispute by the parties shall be adjudicated in a court of competent jurisdiction and venue in the State of New York. The parties do not have to invoke mediation or arbitration as a condition precedent to such process.

16. Notices

Any notice given pursuant this Agreement shall be in writing and shall be made either by service in-person or by pre-paid regular and certified/registered U.S. mail or U.P.S overnight delivery. Any such notice given shall be delivered as follows:

If to the Village:

Christopher D. Steers
Village Manager
Village of Port Chester
222 Grace Church Street
Port Chester, N.Y. 10573

With a copy to:

Office of the Village Attorney
Village of Port Chester
222 Grace Church Street
Port Chester, N.Y. 10573

If to Consultant, to the address set forth above.

15. Waiver

No waiver of any provision of this Agreement, or any right or remedy arising out of same, shall be effective unless such waiver is in writing and signed by an authorized representative of the waiving party.

16. Choice of Law

This Agreement shall be governed by the laws of the State of New York.

17. Severability

If any term or condition of this Agreement is found by a court to be invalid, void or unenforceable, all other provisions shall remain in full force and effect.

18. Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no other terms and conditions other than those contained herein. No modification or amendment to this Agreement is valid unless made in a subsequent writing signed by the parties.

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Approved as to Form:

Anthony M. Cerreto

Anthony M. Cerreto, Village Attorney

VILLAGE OF PORT CHESTER

Christopher D. Steers

Christopher D. Steers, Village Manager

CONSULTANT

Lisa Handley

Signature

Frontier International Consulting

Name/Title

Exhibit A: Services

Contractor shall provide services in four phases, with the following services, deliverables and completion dates associated with each phase:

Phase 1: Consideration of alternative at-large voting schemes

- Identify possible alternative governance options and discuss their advantages and disadvantages, including legal constraints associated with each option
- Calculate the threshold of exclusion for each of the identified options
- Ascertain the percent Hispanic of the electorate by conducting a Spanish surname match on recent voting registration lists (2010, 2013 and 2016)
- Prepare written report discussing governance options and identifying those in which the Hispanic electorate would meet the threshold of exclusion (*Deliverable 1*)
- Date of completion: no later than December 8, 2017

Phase 2: Analysis of voting patterns by race/ethnicity

- Create database for racial bloc voting analysis: match recent precinct election results to the demographic composition of each of the precincts
- Conduct statistical analysis using conventional statistical methods (ecological regression and ecological inference) to produce estimates of voting patterns by race/ethnicity
- Prepare written report discussing results of analysis (*Deliverable 2*)
- Date of completion: no later than December 29, 2017

Phase 3: Consideration of districting schemes for electing trustees to office

- Estimate the current citizen voting age population (CVAP), including Hispanic citizen voting age population (HCVAP), by census block for each block in the Village of Port Chester.
- Draw 2-3 illustrative plans (varying the total number of districts) using census block data, expanded to include CVAP by race/ethnicity, and GIS software to determine how easily at least one majority Hispanic CVAP majority district would be to create in each of the plans
- Determine if the illustrative minority district(s) would offer Hispanic voters an opportunity to elect candidates of choice based on an analysis of participation rates and voting patterns by race/ethnicity
- Prepare document containing maps and statistics, including the total and racial/ethnic population for the districts, for each of the illustrative district plans (*Deliverable 3*)
- Date of completion: no later than February 2, 2018

Phase 4: Present findings to the Board and the public for discussion

- Present finding regarding governance options under consideration to the Board of Trustees and, in the same or a different forum, to the public (*Deliverable 4*).
- Date of completion: no later than March 31, 2018.

Compensation per project phase

Once a project phase has been completed, an invoice will be presented for that phase of the work. The estimated cost for each phase, minus any travel expenses, is as follows:

Phase of Project (Deliverable)	Estimated Cost for Phase
Phase 1/Deliverable 1	\$8,400
Phase 2/Deliverable 2	\$5,400
Phase 3/Deliverable 3	\$3,000
Phase 4/Deliverable 4	\$2,400
TOTAL COST for all 4 phases	\$19,200