NOTICE OF MEETING

COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS

THURSDAY, OCTOBER 22, 2015, 2:30 PM, SPECIAL SESSION

3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

AGENDA

1. **Invocation and Pledges.**

2. **Discuss and take action to retain counsel and obtain legal opinion regarding authority over county buildings, security in county buildings and various other aspects of county government.**

3. **Adjourn.**

Dean Fowler,
Upshur County Judge

2015 OCT 19 PM 2:19

BY

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3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

Commissioners met in Special Session with all members present.

1. **Invocation and Pledges.**

   Prayer said by Frank Berka and Pledges said.

2. **Discuss and take action to retain counsel and obtain legal opinion regarding authority over county buildings, security in county buildings and various other aspects of county government.**

   David Griffith spoke opposing an outside law firm being hired and spending taxpayer money to do so. He stated that the District Attorney is able to give a legal opinion on the above matters.

   Motion to retain Allison, Bass & Magee in order to receive an outside neutral opinion on all the matters made by Mike Spencer
   Second by Paula Gentry
   Paula Gentry, Don Gross, Frank Berka and Mike Spencer voted for.
   Motion carried.
   Copy attached.

   The Judge recommended to the court that before 5:00 pm today that they submit to him any questions they have to ask the attorney and he will forward those to the attorney. He also asked the court to make sure they do not discuss it among themselves outside the open meeting. When they get the answers then they will discuss them.

3. **Adjourn.**

Attest: Terri Ross, Upshur County Clerk

Attendance sheet placed into minutes for recording purposes only.

RETAINER AGREEMENT

THIS AGREEMENT is made and entered into this 22 day of OCTOBER, 2015, by and between Upshur County, Texas, hereinafter referred to as "Client", and Allison, Bass & Magee, L.L.P. hereinafter referred to as "Attorneys".

Recitals

The Client is a political subdivision of the State of Texas. The Attorneys are duly licensed to practice law in the State of Texas and desire to render their professional services for the Client as provided herein.

The Commissioners Court of Upshur County, Texas, acting in its judicial and executive capacity, finds that the public interest requires the retention of legal counsel to represent the County in the referenced matters.

THEREFORE, the Client hereby engages the services of the Attorneys, and in consideration of the mutual promises herein contained, the parties agree as follows:

Services of Attorney

1. The Attorneys will advise and represent the County and its Officers as requested by the Client, by and through a majority vote of the Commissioners Court, pertaining to county buildings and operations. Services will also include drafting and reviewing of documents, briefing, court appearances, including any trials, and any negotiations required for resolution of this matter.

2. This Retainer Agreement shall serve as the basis for understanding regarding fees and costs to be charged to the Client, but the subject matter for legal services may only be authorized by an Order of the Commissioners Court.

3. Fees will include any and all necessary research, drafting and reviewing of documents, briefing, court appearances, including trials, and any negotiations required for the proper disposition of any and all matters entrusted to the Attorneys pursuant to this retainer agreement.

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Compensation

4. For the services described in Paragraph 1, the Client agrees to pay the Attorneys the sum of $240.00 per hour for services rendered by partners of the firm and $210.00 for services rendered by associates of the firm. The client will be billed at the rate of $100.00 per hour for services rendered by any paralegal of the firm. A travel time fee of $80.00 per hour will be charged for all time actually in transit, in lieu of any hourly charge normally attributed to the timekeeper. The Client will also be billed for all direct out-of-pocket expenses including travel expenses, telephone, photocopy, facsimile costs, the fees of expert witnesses, reports, studies, and exhibits incurred by Attorneys in the investigation and/or litigation of this case. Attorneys will provide Client with an itemized billing each month stating services rendered.

Devotion of Time

5. The Attorney shall make themselves available for consultation with the Client at reasonable times, at the request of the Client.

Term

6. This agreement shall be effective on the execution hereof by Client and shall continue in effect until the matter has been finally resolved or upon 30 days written notice by either party. The Client shall send notice to the Attorneys' office at 402 West 12th Street, Austin, Texas 78701, and the Attorneys shall send notice to the Client care of the County Judge, Upshur County, at P.O. Box 790, Gilmer, Texas 75644.

Prior Agreements Superseded

7. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

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BY

EXECUTED on the 22 day of October, 2015.

CLIENT
UPSHUR COUNTY, TEXAS

By: _____
Judge Dean Fowler

ATTORNEYS
ALLISON, BASS & MAGEE, L.L.P.

By: _____
Partner

2015 OCT 22 PM 3:07

BY _____

Upshur County Commissioners' Court
Attendance Sign-In Sheet
Date: 10-22-2015

JERRY WOLSWORTH	903-399-7818
DAVID GRIFFITH	843-5005
Christina Lane	
Karen Bunn	District Clerk
Phillip Williams	Press
Karen Kelley	
Brandy Vick	
Jessing Caughron	

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BY