


IN THE COMMISSIONERS COURT
OF
UPSHUR COUNTY, TEXAS

FILED
TERRI ROSS
COUNTY CLERK
2019 SEP 16 AM 11:04
UPSHUR COUNTY, TX.
BY  DEPUTY

FLAT RATE/FIXED FEE CONTRACT FOR PROFESSIONAL SERVICES

WHEREAS, under the provisions of the Texas Constitution and federal law, the governing body of a political entity with members elected from single member districts is responsible for the division of the political entity into precincts, districts or wards, and to conduct periodic reapportionment of such wards to accomplish fair representation and one-person-one-vote balance; and

WHEREAS, the apportionment of the population of the political entity must comply with state and federal statutory requirements regarding election administration and compliance with the Voting Rights Act; and

WHEREAS, professional assistance will assure that the obligations imposed by state or federal law are satisfied, and that the process is conducted in an orderly, efficient manner; and

WHEREAS, the firm of Allison, Bass & Magee, L.L.P. is prepared to provide all necessary professional services to assist the county in this effort;

Upshur County, acting by and through its Commissioners Court and Allison, Bass and Magee, a Limited Liability Partnership, HEREBY AGREE to the following terms and conditions:

Section 1: STANDARD SERVICES

- A. Allison, Bass & Magee, L.L.P. will provide all necessary services to successfully complete all redistricting projects assigned by the lawful authority of the County. These services include, but are not limited to, the following:
1. Conduct preliminary planning and assembly of information useful and necessary for the reapportionment of the County election subdivisions of the jurisdiction related thereto, which shall include the County Commissioners Court precincts, the County Justice of the Peace precincts, which include the offices for Constable, if any, and finally, the county election precincts, which make up both the Commissioners Court and Justice precincts.
 2. Obtain preliminary population data from the U. S. Census Bureau for the 2020 federal census, and process that data in conformity with the existing county political boundaries data obtained from the Texas Secretary of State and confirmed by the County.

3. Prepare the necessary population and demographic analysis to evaluate existing political subdivisions of the county to ensure that the same meet all legal requirements under State and Federal law, and to provide a written report to the contracting governmental entity of all findings.
 4. In the event existing political boundaries remain in compliance with state and federal law without the necessity of reapportionment following the 2020 census, Upshur County and Allison, Bass & Magee, L.L.P. will conclude this agreement as provided in Section 2A below.
 5. Should redistricting be legally required, Allison, Bass & Magee, L.L.P. will, working in conjunction with the County Commissioners Court or any designated citizens committee, prepare no less than THREE (3) ALTERNATIVE REAPPORTIONMENT PLANS, draft maps, proposals and notices to satisfy all statutory and constitutional requirements, and will be compensated as provided in Section 2B below.
 6. Consult with the County Commissioners Court or its designated citizens advisory committee as needed by mail, telephone, email or facsimile, and will have a representative personally attend no fewer than THREE PHYSICAL APPEARANCES within the jurisdiction being reapportioned. These appearances will include a preliminary workshop with the Commissioners Court and/or the Citizens Committee, and not less than two (2) additional meetings with the designated authority to formulate and discuss each alternative plan devised by the Commissioners Court or Citizens Committee. One or either of these two additional meetings may include public hearings intended to present alternative plans to the general public.
 7. Publicize, attend and participate in at least one (1) PUBLIC HEARING on proposed redistricting plans. The Public Hearing may be conducted on the same date as one of the two additional meetings referenced in paragraph 6.
 8. After approval by the Commissioners Court of a reapportionment plan, prepare and file all necessary maps and other documentation to document for any future reference the details of the reapportionment plan, and to submit electronic (digital) files to the Texas Secretary of State for compliance with all state and federal law.
 9. In the event litigation challenges any plan adopted by the County, Allison, Bass & Magee, L.L.P. will agree to provide such additional legal services and/or support as the parties may contract under separate agreement.
- B. The contracting governmental entity agrees to provide access to all necessary records and personnel for this project and to fully cooperate with the Attorneys in this project.

Section 2: COMPENSATION

Upshur County, contracting by and through its Commissioners Court agrees to compensate Allison, Bass & Magee, L.L.P. for its services as follows:

A. Initial Assessment:

Fee for preparing an Initial Assessment of existing political boundaries, including the costs of obtaining suitable 2020 Census Data, is \$5,000. The Initial Assessment fee is due not later than October 31, 2020.

Should the Initial Assessment indicate that the existing political boundaries for the contracting governmental entity do not require redistricting under state and federal law, and that no legal basis exists for further reapportionment services, there will be no additional costs due beyond the Initial Assessment fee.

B. Further Reapportionment Proceedings Required

Should the Initial Assessment indicate that the existing political boundaries for the contracting governmental entity are unsuitable under state and federal law and services are provided for the reapportionment process, the 2nd Installment of \$10,000 will be due on October 31, 2021.

Upon completion of the project, a final and 3rd Installment Fee of \$10,000 will be due on October 31, 2022.

C. Total Fixed Fee- NOTE: *The Fixed fee does not include the cost of publication or mailing of any notice that may be required by state or federal law. The contracting local governmental entity will bear the cost of such publication or mailing.*


The total fixed fee for services is \$25,000.


EXECUTED on this 16TH day of SEPT, 2019.

BY: 
Title: Upshur County Judge TODD TEFFEWER

County Identification Number assigned to the contract as required by the Ethics Commission: _____

Allison, Bass & Magee, L.L.P.

BY: 
Partner: Robert T. Bass

FILED
TERRI ROSS
COUNTY CLERK
2019 SEP 16 AM 11:04
UPSHUR COUNTY, TX.
BY: 
DEPUTY