

**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; 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 & Associates, L.L.P. is prepared to provide all necessary professional services to assist in this area;

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

**Section 1: STANDARD SERVICES**

- A. Allison, Bass & Associates, L.L.P. will provide all necessary services to successfully complete all redistricting projects assigned by the lawful authority of the contracting governmental entity. 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 contracting governmental entity and election subdivisions of the jurisdiction related thereto.
  2. Obtain preliminary population data from the U. S. Census Bureau for the 2010 federal census.
  3. Prepare the necessary population and demographic analysis to evaluate existing subdivisions of the contracting governmental entity to insure 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 2010 census, the contracting governmental entity and Allison, Bass & Associates, L.L.P. will conclude this agreement as provided in Section 2A below.
  5. Should redistricting be legally required, Allison, Bass & Associates, L.L.P. will, working in conjunction with the contracting governmental entity, 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 designated authority (either the governing body of the contracting governmental entity, or any authorized citizens advisory committee) as needed by mail, telephone, email or facsimile, and no fewer than **THREE PHYSICAL APPEARANCES** within the jurisdiction being reapportioned. These appearances will include a preliminary workshop with the executive body of the contracting governmental entity, and not less than two (2) meetings with the designated authority.
  7. Attend and participate in one or two **PUBLIC HEARINGS** on proposed redistricting plans. The Public Hearings will be conducted after the designated authority has made a recommendation to the contracting governmental entity, and may be conducted on the same date in two different locations within the jurisdiction being reapportioned.
  8. After approval by the executive body of the contracting governmental body, prepare and file all necessary maps and other documentation to complete submission to the U. S. Department of Justice for Preclearance under the Voting Rights Act
  9. Upon receipt of Preclearance from the Department of Justice, prepare and file all necessary notice, maps and documentation with the appropriate Texas officials in conformity with State law.
  10. In the event litigation is required, Allison, Bass & Associates, 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

The contracting governmental entity agrees to compensate Allison, Bass & Associates, LLP for its services as follows:

### A. Initial Assessment:

Fee for preparing an Initial Assessment of existing political boundaries, including the costs of obtaining suitable 2010 Census Data, is \$1,500.00. The Initial Assessment fee is due January 31, 2010.

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 2<sup>nd</sup> Installment of \$10,000.00 will be due on September 1, 2011.

Upon completion of the project, and submission of the plan adopted by the contracting governmental entity to the United States Department of Justice, a final and 3<sup>rd</sup> Installment Fee of \$10,000.00 will be due on September 1, 2012.


**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 \$21,500.00.

EXECUTED on this 26<sup>th</sup> day of MAY, 2009.

BY:   
Title: Wise County Judge

Allison, Bass & Associates, L.L.P.

BY:   
James P. Allison or Robert T. Bass